

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-R5-01-10837		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 02/01/2002
7. ISSUED BY (Hand Carried/Courier Address) U.S. Environmental Protection Agency - Region 5 Acquisition Section, MCC-10J 77 West Jackson Boulevard Chicago, IL 60604		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until **01:00 PM** local time **3/29/02** * ALSO SEE SECTION M CLAUSE ENTITLED "EVALUATION OF PLANS SUBMITTED IN ACCORDANCE WITH THE SECTION L PROVISION ENTITLED "INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION"

(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME BETTY ROSARIO	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS rosario.betty@epa.gov
		AREA CODE 312	NUMBER 886-1103	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	___ CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [] SUCH ADDRESS IN SCHEDULE	17. SIGNATURE		18. OFFER DATE
AREA CODE	NUMBER	EXT.		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than item 7)	CODE	25. PAYMENT WILL BE MADE BY Environmental Protection Agency Research Triangle Park Financial Management Center Mail Code: D143-02 Research Triangle Park, NC 27711
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusableSTANDARD FORM 33 (REV. 9-97)
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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984)**

The following fixed rates, inclusive of all indirect costs and profit, shall apply for the duration of the contract:

(a) Fixed labor rates apply to all individuals employed under this contract. Fixed equipment rates apply to all equipment items listed in the Schedule. Fixed rates for labor and equipment items apply whether supplied by the prime contractor, team subcontractors, third-party subcontractors, or short-term lease/rental agreement.

(b)(1) If the Government requires and the Contractor provides an equipment item for which a fixed rate has not been established, a fixed rate shall be negotiated on a site-by-site basis, retroactive to the date the equipment category was first utilized on site.

(2) If the Government requires and the Contractor provides labor categories for which a fixed rate has not been established, a fixed rate shall be negotiated on a site-by-site basis, retroactive to the date the labor category was first utilized on site.

(c)(1) The rate or rates set forth above cover all expenses, including reports preparation, clerical support, salaries, all indirect costs such as overhead, general and administrative expenses and profit. The labor rates shall include any premiums, if applicable, for all levels of personal protection and/or hazardous duty pay, and non-consumable personal protective equipment (reference Section C clause, PERSONAL PROTECTIVE EQUIPMENT), valued at \$1,000.00 or less.

(2) The Contractor shall only invoice for the time of personnel whose services are applied directly to the work called for in the individual Task Order and accepted by the Federal On-Scene Coordinator (FOSC).

(d) Establishment of Fixed Rates for Sixty(60) Month Period**(1) Personnel**

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
0001	1-05-01	Junior Response Manager			
0001AA		Straight Time	3,000	-----	-----
0001AB		Overtime	505	-----	-----
0002	1-05-02	Senior Response Manager			

2-12 Hour Emergency Response

PR-R5-01-10837

0002AA		Straight Time	3,000	_____	_____
0002AB		Overtime	505	_____	_____
0003	1-10-01	Foreman			
0003AA		Straight Time	2,750	_____	_____
0003AB		Overtime	475	_____	_____
0004	2-03-01	Clean-Up Technician			
0004AA		Straight Time	7,380	_____	_____
0004AB		Overtime	1,845	_____	_____
0005	2-05-01	Equipment Operator			
0005AA		Straight Time	4,025	_____	_____
0005AB		Overtime	710	_____	_____
0006	2-13-01	Field Cost Administrator			
0006AA		Straight Time	4,025	_____	_____
0006AB		Overtime	685	_____	_____
0007	2-20-01	Truck Driver			
0007AA		Straight Time	375	_____	_____
0007AB		Overtime	65	_____	_____
0008	2-30-01	Laborer/Non 40 Hr			
0008AA		Straight Time	325	_____	_____
0008AB		Overtime	65	_____	_____
0009	3-08-01	Construction Inspector			
0009AA		Straight Time	125	_____	_____
0010	3-10-01	Electrician			
0010AA		Straight Time	65	_____	_____
0010AB		Overtime	25	_____	_____
0011	4-01-01	Chemist, Organic			
0011AA		Straight Time	610	_____	_____
0011AB		Overtime	100	_____	_____
0012	4-08-01	Computer Operator			
0012AA		Straight Time	35	_____	_____
0012AB		Overtime	15	_____	_____
0013	4-25-01	Hydrogeologist			
0013AA		Straight Time	80	_____	_____
0013AB		Overtime	25	_____	_____
0014	4-30-01	Ind Hygienist/Site Safety Inspector			
0014AA		Straight Time	135	_____	_____
0014AB		Overtime	15	_____	_____
0015	4-45-01	Radiation Specialist			
0015AA		Straight Time	75	_____	_____
0015AB		Overtime	25	_____	_____
0016	4-50-01	Site Safety			
0016AA		Straight Time	225	_____	_____

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0016AB		Overtime	50	_____	_____
0017	4-55-01	Diver Supervisor			
0017AA		Straight Time	65	_____	_____
0017AB		Overtime	45	_____	_____
0018	4-56-01	Diver Tender			
0018AA		Straight Time	65	_____	_____
0018AB		Overtime	45	_____	_____
0019	4-57-01	Diver			
		Sub CLINS are Straight Time per State in Region 5			
0019AA		Straight Time/MN	20	_____	_____
0019AB		Straight Time/IN	20	_____	_____
0019AC		Straight Time/OH	20	_____	_____
0019AD		Straight Time/IL	20	_____	_____
0019AE		Straight Time/MI	20	_____	_____
0019AF		Straight Time/WI	20	_____	_____
0020		Diver Overtime			
		Sub CLINS are Overtime per State in Region 5			
0020AA		Overtime/MN	12	_____	_____
0020AB		Overtime/IN	12	_____	_____
0020AC		Overtime/OH	12	_____	_____
0020AD		Overtime/IL	12	_____	_____
0020AE		Overtime/MI	12	_____	_____
0020AF		Overtime/WI	12	_____	_____
0021	5-20-01	T&D Coordinator			
0021AA		Straight Time	750	_____	_____

(2) Equipment

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Days</u>	<u>Fixed Daily Rate</u>	<u>Total</u>
0022	1-01-10	Truck-Boom-2 Ton	36	_____	_____
0023	1-03-10	Truck-Box-1 ton	18	_____	_____
0024	1-03-20	Truck-Box-2 ton	18	_____	_____
0025	1-09-10	Truck-Car-Passenger	90	_____	_____
0026	1-15-10	Truck-Dump Articulated, CAT D30D	45	_____	_____
0027	1-15-42	Truck-Dump Fixed box 10/20 yds	15	_____	_____
0028	1-36-10	Truck-Pickup 2 wheel drive	300	_____	_____
0029	1-36-20	Truck-Pickup 4 wheel drive	180	_____	_____

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0030	1-39-20	Truck, Emergency Resp	45	_____	_____
		(Small Box Truck equipped with personnel safety (Level B and C) and Communications equipment, air monitoring equipment, barrel cart, empty drums and overpacks, sorbants, pumps and hoses, and other Spill response equipment)			
0031	1-42-10	Truck Road Tractor	35	_____	_____
0032	1-45-10	Truck-Stake bed-1 ton	45	_____	_____
0033	1-45-20	Truck-Stake bed-2 ton	90	_____	_____
0034	1-51-38	Truck-Vacuum 3800 gallons/Dump	36	_____	_____
0035	1-54-30	Truck-Passenger Van	90	_____	_____
0036	2-20-20	Trailer-Decon 8x20	110	_____	_____
0037	2-20-40	Trailer-Decon With Showers 8x30	45	_____	_____
0038	2-20-41	Trailer-Decon Without Showers 8x30	135	_____	_____
0039	2-45-10	Trailer-Lowboy-9 ton	15	_____	_____
0040	2-45-20	Trailer-Lowboy-20 ton	25	_____	_____
0041	2-45-30	Trailer-Lowboy-30 ton	15	_____	_____
0042	2-45-50	Trailer-Lowboy-50 ton	25	_____	_____
0043	2-67-10	Trailer-Skid Unit Vacuum/1500 gal	25	_____	_____
0044	2-70-10	Trailer-Storage Approx. 20 ft.	35	_____	_____
0045	2-70-20	Trailer-Storage Approx. 40 ft.	70	_____	_____
0046	3-00-22	Heavy Equipment-Attachment Grappler Demolition, Hydraulic claw mounts on Excavator	18	_____	_____
0047	3-00-26	Heavy Equipment-Attachment Grappler Drum/Hydraulic	35	_____	_____
0048	3-00-35	Heavy Equipment-Attachment HoRam-Hydraulic	15	_____	_____

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0049	3-01-10	Heavy Equipment Backhoe-CASE 580	100	_____	_____
0050	3-01-20	Heavy Equipment Backhoe-CAT 436/438/426	18	_____	_____
0051	3-01-30	Heavy Equipment Backhoe-Extension	18	_____	_____
0052	3-10-10	Heavy Equipment Bulldozer-CAT D3C	35	_____	_____
0053	3-10-40	Heavy Equipment Bulldozer-CAT D6H	18	_____	_____
0054	3-10-60	Heavy Equipment Bulldozer-CAT D8	18	_____	_____
0055	3-15-10	Heavy Equipment-Compactor CAT 815 (Sheepsfoot)	15	_____	_____
0056	3-15-15	Heavy Equipment-Compactor CAT-CS 323C Roller (Vibratory)	15	_____	_____
0057	3-15-20	Heavy Equipment-Compactor CAT-CS 433C Roller (Vibratory)	15	_____	_____
0058	3-15-30	Heavy Equipment-Compactor Sheepsfoot Attachment, Dozer tag-along	15	_____	_____
0059	3-27-10	Heavy Equipment Drum-Crusher, Hydraulic Single drum capacity	15	_____	_____
0060	3-30-33	Heavy Equipment-Excavator Gradall/Wheeled, Mid-sized Wheeled excavators	10	_____	_____
0061	3-30-40	Heavy Equipment-Excavator CAT 205LC/312	45	_____	_____
0062	3-30-55	Heavy Equipment-Excavator CAT 215C/315	135	_____	_____
0063	3-30-56	Heavy Equipment-Excavator CAT EL180/320L/ Long Reach	90	_____	_____
0064	3-30-65	Heavy Equipment-Excavator CAT 225B LC/320	90	_____	_____

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0065	3-35-14	Heavy Equipment Forklift-Telescopic Rough terrain, minimum Lifting capacity of 5,000 pounds	15	_____	_____
0066	3-55-30	Heavy Equipment-Loader Track-CAT 943/ 939-1.5 cyd	30	_____	_____
0067	3-55-40	Heavy Equipment-Loader Track-CAT 951/953/ 955-2cyd	135	_____	_____
0068	3-55-60	Heavy Equipment-Loader Track-CAT 973-3 cyd	45	_____	_____
0069	3-60-40	Heavy Equipment-Loader Wheel-CAT 936E/ 938-2.5 cyd	45	_____	_____
0070	3-60-50	Heavy Equipment-Loader Wheel-CAT 950E-3.5 cyd	65	_____	_____
0071	3-65-10	Heavy Equipment Scraper Self Loader, CAT 615 or equivalent	25	_____	_____
0072	3-65-20	Heavy Equipment-Scraper Non-self loading, requires Dozer assistance	35	_____	_____
0073	3-70-10	Heavy Equipment-Shears Boom attachment/small, LaBounty 110 or Equivalent	18	_____	_____
0074	3-70-12	Heavy Equipment-Shears Boom attachment/large, LaBounty 116 or Equivalent	18	_____	_____
0075	3-95-10	Heavy Equipment-Uni Loader with bucket, Bobcat 633 Or equivalent	45	_____	_____
0076	3-95-25	Heavy Equipment-Uni Loader Forks attachment	25	_____	_____
0077	3-95-35	Heavy Equipment-Uni Loader Barrel grapppler attachment	18	_____	_____
0078	4-06-35	Laboratory Analyzer Hazcat System w/o fume Hood	15	_____	_____

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0079	4-49-20	Laboratory-Fume Hood-Vented	15	_____	_____
0080	5-05-40	Safety-PPE-Level A/Suit	24	_____	_____
0081	5-05-51	Safety-PPE-Level B SCBA/Low Pres	135	_____	_____
0082	5-15-20	Safety-Radio-Portable Base	18	_____	_____
0083	6-39-30	Treatment Pool 10,000 gallons	30	_____	_____
0084	6-39-45	Treatment Pool 20,000 gallons	30	_____	_____
0085	6-39-50	Treatment Pool 50,000 gallons	18	_____	_____
0086	7-01-10	Field Equipment-Air Blower Portable/300 CFM	15	_____	_____
0087	7-01-12	Field Equipment-Air Blower Portable/3000 CFM	15	_____	_____
0088	7-15-20	Field Equipment Boat-14/16 ft	25	_____	_____
0089	7-15-30	Field Equipment Boat-21 ft	35	_____	_____
0090	7-15-35	Field Equipment Boat-26-30 ft	25	_____	_____
0091	7-15-42	Field Equipment Boat Motor 10 to 50 HP	25	_____	_____
0092	7-15-43	Field Equipment Boat Motor > 50 HP	35	_____	_____
0093	7-15-45	Field Equipment Boat Motor > 100 HP	25	_____	_____
0094	7-21-10	Field Equipment Compressor/Air-185 CFM	18	_____	_____
0095	7-21-20	Field Equipment Compressor/Air>200 CFM	10	_____	_____
0096	7-23-20	Field Equipment			

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		Computer-Portable PC	450	_____	_____
0097	7-23-25	Field Equipment Computer CAD	18	_____	_____
0098	7-33-10	Field Equipment Cutting Torch	15	_____	_____
0099	7-36-05	Field Equipment Diving Scuba	30	_____	_____
0100	7-36-10	Field Equipment Diving Hard Hat Shallow	30	_____	_____
0101	7-51-05	Field Equipment Generator-5 KW	65	_____	_____
0102	7-51-40	Field Equipment Generator-50 KW	65	_____	_____
0103	7-51-55	Field Equipment Generator-150 KW	15	_____	_____
0104	7-51-60	Field Equipment Generator-350 KW	10	_____	_____
0105	7-55-11	Field Equipment Hose-Discharge/2" 50' Section	18	_____	_____
0106	7-55-12	Field Equipment Hose-Discharge/3" 50' Section	18	_____	_____
0107	7-55-13	Field Equipment Hose-Discharge/4" 50' Section	18	_____	_____
0108	7-55-21	Field Equipment Hose-Fire-2" 100 ft Section	18	_____	_____
0109	7-55-31	Field Equipment Hose-Suction 2" 20' Section	18	_____	_____
0110	7-55-32	Field Equipment Hose-Suction 3" 20' Section	18	_____	_____
0111	7-55-33	Field Equipment Hose-Suction 4" 20' Section	18	_____	_____

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0112	7-67-10	Field Equipment Lighting Conventional Portable Light Stand Requiring a separate Electrical power Source	90	-----	-----
0113	7-67-20	Field Equipment Lighting-Explosion Proof, Portable Light Stand requiring A separate electrical Power source w/intrinsically Safe lighting for use in A potentially Combustible atmosphere	15	-----	-----
0114	7-67-30	Field Equipment Lighting-Light Plant Four (4) lights w/a Diesel generator	15	-----	-----
0115	7-73-32	Field Equipment Oil Skimmer w/o Power	15	-----	-----
0116	7-73-40	Field Equipment Oil Skimmer Heads	15	-----	-----
0117	7-85-10	Field Equipment Scales-Portable	15	-----	-----
0118	7-90-20	Field Equipment Steam Jenny, 3,000 psi	45	-----	-----
0119	7-96-04	Field Equipment-Water Laser LO-Pressure Single Wand, 2,500 psi	30	-----	-----
0120	7-96-08	Field Equipment-Water Laser MED-Pressure Single Wand 6,000 psi	15	-----	-----
0121	7-96-12	Field Equipment-Water Laser HI-Pressure Single Wand, 10,000 psi	15	-----	-----
0122	7-97-10	Field Equipment Welder-Unit	15	-----	-----
0123	8-01-20	Pump-Acid-2 inch	18	-----	-----
0124	8-12-20	Pump-Centrifugal-2 inch	45	-----	-----
0125	8-12-30	Pump-Centrifugal-3 inch	18	-----	-----
0126	8-12-40	Pump-Centrifugal-4 inch	18	-----	-----
0127	8-18-26	Pump-Double Diaphragm			

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		Teflon 2 inch	30	_____	_____
0128	8-18-36	Pump-Double Diaphragm Teflon 3 inch	15	_____	_____
0129	8-18-46	Pump-Double Diaphragm Teflon 4 inch	15	_____	_____
0130	8-54-10	Pump-Trash-2 inch	15	_____	_____
0131	8-54-15	Pump-Trash-3 inch	15	_____	_____
0132	8-54-20	Pump-Trash-4 inch	15	_____	_____
0133	9-05-05	Oil Boom-Harbor Overall height of 12" (Float and skirt) with a 6" Skirt (minimum)	250	_____	_____
0134	9-05-10	Oil Boom-Harbor Overall height of 24" (Float and skirt)with an 18" Skirt (minimum)	180	_____	_____
0135	9-15-05	Oil Skimmer-Drum	50	_____	_____
0136	9-15-10	Oil-Skimmer Rope	18	_____	_____
0137	9-15-20	Oil-Skimmer Oleophillic 20-30 gallons/minute	18	_____	_____
0138	9-15-35	Oil-Skimmer Weir/Suction 10-50 gallons/minute	18	_____	_____
0139	9-15-35	Oil-Skimmer Weir/Suction Skimpac 10-300 gallons/minute	18	_____	_____
Equipment Subtotal (Total of CLINs 0022 through 0139)				_____	_____
Labor and Equipment Subtotal.....\$				_____	
0140	0-00-01	Materials/Other Direct Costs/ Subcontracts			<u>\$1,250,000.00</u>
0141	0-00-02	Ceiling Rate		_____ %	_____

Materials/ODCs/Subcontracts Subtotal (Total of CLINs 0140 and 0141) \$ _____

Total*.....\$ _____

(*Labor Subtotal + Equipment Subtotal + Materials/ODCs/Subcontracts Subtotals)

See the Section L provision entitled "INSTRUCTIONS FOR THE PREPARATION OF BUSINESS AND COST OR PRICING PROPOSALS, OTHER WRITTEN INFORMATION, AND ORAL PRESENTATIONS" for instructions.

B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$150,000.00. The amount of all orders shall not exceed **INSERTED AT CONTRACT AWARD**.

B.3 FIXED RATES FOR LABOR, EQUIPMENT, AND OTHER ITEMS**(a) LABOR**

(1) The fixed rates for labor, equipment, and other items specified in the Section B clause entitled FIXED RATES FOR SERVICES -- TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984), are inclusive of all expenses, including report preparation, salaries, overhead, general and administrative expenses, all levels of personal protection as outlined in Section C clause entitled PERSONAL PROTECTIVE EQUIPMENT, subparagraph's (c), (d), (e), (f), with the exception of consumable items such as disposable protective suits, disposable gloves, disposable booties, disposable chemical resistant coveralls, and disposable chemical resistant outer boots, and profit. Program management is not an allowable direct charge.

(2) The straight time rates for exempt (i.e., salaried professional) employees shall be charged for the first 40 hours worked by an employee during any 7-day calendar week, unless otherwise required by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions. EPA will not reimburse the Contractor after 40 hours of work in any 7-day calendar week, unless the employee is actually paid straight/overtime. Reimbursement is contingent upon the contractor having actually paid such straight time/overtime to employees.

(3) Straight time rates for non-exempt (i.e., non-professional, hourly wages) shall be charged for the first 40 hours worked by an employee during any 7-day calendar week, unless otherwise required by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions. Overtime rates for non-exempt employees shall apply for work in excess of 40 hours per 7-day calendar week, unless otherwise required by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions. Reimbursement of allowable overtime is contingent upon the Contractor having actually paid such overtime to employees. Notwithstanding the terms and conditions of the Section G clause entitled PAYMENTS - FIXED-RATE SERVICES CONTRACT, all overtime work must be approved in advance, in writing, by the Contracting Officer (CO) or the FOSC.

(4)(a) Labor costs shall be computed by multiplying the appropriate hourly rate by the number of direct labor hours performed. Fractional parts of an hour will be payable on a prorated basis. The number of hours for which the EPA will reimburse the Contractor shall include only the time for employees (prime Contractor or subcontractor) whose services are applied to the performance of work specified in individual task orders issued under this contract. Time on site during break periods and lunch periods will be allowable only if required under the Davis-Bacon Act, site safety, Department of Labor, collective bargaining agreement(s), existing company payroll policy, or any other provisions approved in advance by the CO, FOSC, or other designated Federal official. The time of these periods shall be certified on EPA Form 1900-55, Contractor Daily Report.

(b) When the Contractor is authorized in advance to bill for break periods and/or lunch periods, the individual employees must be paid for break and/or lunch periods. If the employees are not paid for break and/or lunch periods, the Contractor will not be reimbursed for such time.

(5) When an individual employee's normally assigned category of labor is different from a category of labor that the employee is assigned to perform during any period of work at a specific site, the rate charged for that employee shall be based on the actual rate paid for the appropriate category of labor. For example, a Chemist, performing the duties of a Laborer, shall be charged at the fixed rate of a Laborer during the period of time that the employee is performing as a laborer, regardless of whether or not the Contractor is paying that employee as a Chemist. However, a Laborer, performing the duties of a Truck Driver, shall be charged at the fixed rate of a Truck Driver during the period of time that the employee is performing as a Truck Driver, provided that the employee is paid by the contractor at the rate of a Truck Driver. The employee must meet the qualifications set forth under this contract for the labor category being performed.

(6) In the event that ongoing on-site work is interrupted at any time due to inclement weather, unsafe conditions, or some other conditions beyond either the control of the Contractor or the control of the Government, EPA will not reimburse the Contractor for any labor costs during such interruptions; unless the Contractor is obligated by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions, to pay an employee during such interruptions.

(b) HOLIDAY TIME

(1) The Government recognizes the following federally observed holidays:

New Year's Day, January 1	Labor Day, 1st Monday in September
Martin Luther King Jr.'s Birthday, 3rd Monday in January	Columbus Day, 2nd Monday in October
President's Day, 3rd Monday in February	Veterans Day, November 11
Memorial Day, last Monday in May	Thanksgiving Day, 4th Thursday in November
Independence Day, July 4	Christmas Day, December 25

Holidays that fall on Saturday are observed on the previous Friday.
Holidays that fall on Sunday are observed on the following Monday.

(2) If the Contractor pays Contractor employees for any work conducted on any of the holidays listed above for work under this contract, the Government will reimburse the Contractor in accordance with the Contractor's existing payroll policy.

(c) TRAVEL

(1) When an employee with a classification subject to the Section I clauses entitled SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41) (MAY 1989), or "DAVIS-BACON ACT (FAR 52.222-6) (FEB 1995)", is required to travel in excess of fifty (50) miles one way from their residence or place of employment (whichever is less) to a site and return, and if such travel extends beyond

their normal working hours, then the travel time shall be considered work time. Reimbursement will be made by the EPA at appropriate straight time rates, unless specified otherwise in the Contractor's written payroll policy or collective bargaining agreement(s). When the hours worked are in excess of forty (40) hours per week, then travel time is considered work time for which overtime shall be paid at the applicable overtime rate. However, notwithstanding the terms and conditions of the Section G clause entitled, PAYMENTS - FIXED RATE SERVICES CONTRACT, all overtime work must be approved in advance, in writing, by the CO or the FOSC. If an exempt (salaried professional) employee travels and such travel results in a workday in excess of a standard workday, the EPA will not reimburse the contractor after 40 hours of work in any seven day calendar week unless the employee is actually paid straight time/overtime. Reimbursement for travel time will not be made by EPA if the Contractor's employee(s) is/are not paid for travel time.

(2) For any employee, routine daily commuting time (less than 50 miles one-way) to and from the work site is not an allowable charge under the contract. The Contractor agrees to make every effort to utilize employees from the nearest possible location.

(3)(a) Except as explicitly set forth below, the Contractor shall be reimbursed for reasonable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the EPA conducting the same travel while on Government business. In determining the dollar value of allowable Contractor employee travel costs, the limitations of the Federal Travel Regulations (FTRs), effective on the date of travel, will apply to Contractor employees to the same extent that they apply to Federal Government employees. Accordingly, to the maximum extent practicable and consistent with travel requirements, the Contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for travel by bonafide employees of the Contractor, provided that the travel is otherwise reimbursable as a direct cost under this contract and when use of such rates results in the lowest overall cost. The Contractor shall submit requests, including the employee's name and position, for specific authorization to use these rates to the CO.

(b) Allowable travel expenses shall be determined in accordance with Federal Acquisition Regulation (FAR) Subpart 31.205-46, Travel Costs. Reimbursement of travel expenses by the Government will be consistent with the FTRs, effective on the date of travel. Travel expenses may include General and Administrative expenses to the extent the Contractor's normal accounting practice is to charge on such a basis. In the event that the Contractor cannot negotiate a lodging rate at or below the FTR rate, the Contractor shall submit a request for payment of actual lodging costs to the Contracting Officer for approval prior to incurring any charges for lodging at the site.

(4)(a) Consistent with the expected duration of the site and to the maximum extent practicable, the Contractor shall ensure that lodging is secured on "other than a daily rate basis" so that the maximum quantity and term discounts are achieved.

(b) Further, on long-term sites, to the maximum extent practicable, the Contractor shall secure full service lodging suites inclusive of kitchen

facilities. A long-term site is defined as an active site with a duration of more than sixty (60) days. When this is accomplished, subsistence will be adjusted by a percentage applied to the offeror's standard policy for reimbursement for meals and incidental expenses, as negotiated for individual task orders.

(c) Personnel subject to this limitation include alternate relief personnel mobilizing to an existing long-term site.

(5)(a) The CO, FOSC or other designated Federal official may decide not to have work performed during a weekend or holiday for the convenience of the site personnel. This is not considered a demobilization. On such weekends or holidays, contractor employees may travel to the company home/base but shall not be paid hourly rates for the travel. Travel costs may be reimbursed up to the amount of the per diem/lodging they would have incurred had they stayed at the site, but not over that amount.

(b) The CO, FOSC or other designated Federal official may authorize contractor employees to travel to the company/home base at Government expense once every three (3) weeks and reasonable travel costs will be reimbursed by the Government, even if they are higher than the per diem/lodging they would have incurred had they stayed at the site. Per diem/lodging shall not be payable for those days away from the site. The contractor employee shall not be paid hourly rates for the travel.

(6) The Contractor's primary mobilization point for establishing reasonableness for costs associated with personnel travel is:
(TO BE COMPLETED BY OFFEROR AS PART OF ITS OFFER.)

(7)(a) The Contractor agrees to make every effort to mobilize field personnel from the nearest available location to the site of the cleanup. In no event shall travel charges exceed the charge incurred when mobilizing employees from the Contractor's primary mobilization point.

(b) Actual labor costs incurred in support of mobilization and demobilization may be allowable direct costs under the contract consistent with the contractor's accounting system. Time permitting, the contractor shall receive advance written approval from the FOSC for these costs. An example of this type would be the labor time to pack or prepare the necessary equipment for the response.

(c) Contractor employee travel hours can be charged for an actual demobilization. A site demobilization will occur only for a technical reason, e.g., no field work can be carried out until disposal arrangements are finalized, excessive rain has made site conditions such that work cannot be performed, etc.

NOTE: If work is interrupted for a holiday or weekend, it is not a demobilization.

(8) In cases where the contractor's collective bargaining agreement (CBA) **(as disclosed to the Government at the time of award)** conflicts

provisions of this contract, the CBA shall take precedence over the contract provision. This provision only applies to the CBA in effect at the time of award. The applicability/effects of future CBAs on this contract shall be negotiated prior to the time such agreements become effective. The contractor shall identify to the FOSC, which of those employees on site are covered by the CBA.

(9) Once employees are working on site, the Contractor may elect to make personnel substitutions. However, the EPA will not pay any associated travel charges for any such substitution unless written approval is obtained in advance from the FOSC. On occasions where an employee takes sick or vacation leave from an EPA site, the Government will not pay any travel costs associated with the departing employee or for the employee designated as his replacement.

(10) Nothing in this clause shall authorize transportation, lodging or accommodations, or related services which are not otherwise reimbursable under this contract. Nothing in this clause requires vendors to make available to the Contractor city-pair contract fares, other Government discount air fares, or special hotel/motel rates.

(d) EQUIPMENT

(1) Equipment rates constitute rental charges to the Government for use of items of equipment. The daily rates in Section B clause, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT, are allowable charges for each calendar day or part thereof, that a piece of equipment, which has been ordered by the FOSC, is mobilized to the site, on-site, and demobilized. A calendar day begins at 0000 hours and ends at twenty-four hundred (2400) hours (military time). Equipment rates are not allowable charges during weekends and holiday periods when there is no cleanup activity scheduled on site. Such rates are exclusive of costs for operators and fuel, unless otherwise specified. All equipment must be provided in good working condition, and any routine maintenance or repairs necessitated by equipment breakdown or failure shall be accomplished in a timely manner and at the contractor's expense. Repairs and maintenance performed on or off site by fixed rate labor personnel shall be excluded from the labor charged during such occurrences. "Down time" associated with repairs or maintenance shall be at no charge to the EPA. No extra charges for normal operation of equipment items other than those specified in Section C clause, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT.

(2) The daily rate for equipment shall not be an allowable charge to the contract when the equipment is not available for use. Examples of "not available for use" are scheduled maintenance, breakdowns, and repairs and time lost awaiting shipment for the convenience of the Contractor. The Contractor shall prorate the daily charges so that the Government is not charged for equipment downtime. For each hour that equipment is in downtime, the daily rate shall be reduced by 1/10th. All equipment usage must be approved in advance by the FOSC.

(3) The contractor's primary equipment inventory point is **(TO BE COMPLETED BY OFFEROR AS PART OF ITS OFFER)**. Once provided, the Contractor may elect to substitute identical equipment types for what is already on-site, at no additional cost to the Government.

(4) When the Contractor elects to remove an item of equipment from the site during the period of the task order, such removal shall be permitted, subject to the consent of the FOSC, provided that the equipment is returned to the site for use when required by the FOSC. No charges shall be incurred by the Government for that site during the period when the equipment is being removed from the site, during the period that the equipment is off-site, and during the period when the equipment is being returned to the site.

(5) After being informed by the FOSC that the equipment is no longer needed at the site, the contractor shall immediately arrange for demobilization. Demobilization charges shall be reasonable (based on the location of the site to the Contractor's mobilization point) and shall not exceed 48-hours depending on the geographic location.

(6) The Contractor shall coordinate with the FOSC to utilize equipment resources in the most cost effective manner. Due consideration shall be given to the known requirements of the removal action in order to reduce equipment idle-time.

(7) The Contractor will only be reimbursed for the equipment item that meets the EPA's minimum needs. For example, if the EPA requires a two-wheel drive pickup truck, and the Contractor provides a four-wheel drive pickup truck, the Contractor will only be reimbursed at the fixed rate for a two-wheel drive pickup truck. For RCMS purposes, the Contractor will enter the hours utilized for the equipment item under the RCMS Number for a two-wheel drive pickup truck.

(8) Where items of equipment are shared at concurrent or consecutive removal actions between two or more sites on the same day, the Contractor shall prorate the daily rates based upon the percentage of usage at the individual sites. For purposes of this clause, concurrent and subsequent removal actions sites are defined as sites within a 100-mile radius of the original site.

(e) MOBILIZATION AND DEMOBILIZATION

(1) The Contractor shall reference paragraph (d)(1) above regarding equipment charges for mobilization and demobilization. For the purposes of this contract, mobilization is defined as the point in time when the piece of equipment, which has been ordered by the Government, leaves the Contractor's primary mobilization point. Demobilization is defined as the point in time when the piece of equipment, which has been ordered by the Government, is returned to the Contractor's primary mobilization point. The mobilization and demobilization charges shall be reasonable (based on the location of the site to the Contractor's mobilization point) and shall not exceed 48-hours depending on the geographic location.

(2) The Contractor's primary mobilization point for equipment is:
TO BE COMPLETED BY THE OFFEROR AS PART OF ITS OFFER

(3) The Contractor agrees to make every effort to mobilize equipment from the nearest available location to the site of the cleanup. However, in no event shall the charge for mobilization exceed the charge that would be incurred if the equipment was mobilized from the Contractor's primary mobilization point. Once mobilized, the Contractor may elect to substitute identical equipment types for what is already on site. However, EPA will not

pay any associated mobilization charges for any such items.

(f) STANDBY

No standby rates are authorized under this contract. The EPA will not order equipment to be on-site or off-site, in a standby status.

(g) MATERIALS, OTHER DIRECT COSTS, AND SUBCONTRACTS

(1) Materials, other direct costs, and subcontracts determined to be payable under a task order issued under this contract shall be treated in accordance with Section G clause entitled, PAYMENTS - FIXED-RATE SERVICES CONTRACT. In the event that a purchase of consumable items is drop-shipped to a site (in lieu of providing from the Contractor's inventory), reimbursement will be made for the entire drop-shipment. If any of the items contained in the drop-shipment are not used on site, the Contractor shall prorate the shipment on a per unit basis and issue a credit to the task order.

(2) Low capital value, non-consumable items (i.e., items valued at \$1,000.00 or less) **will not** be allowable as separate direct costs to the contract. They are considered to be included in the fixed rates for labor, equipment, and other items identified in Section B clause, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT, or included in the Contractor's allowable indirect costs in accordance with the Contractor's usual accounting practices. The CO will make the final determination as to whether or not an item is a low capital value, non-consumable item.

(3) **The contractor shall not direct charge expendables or other items that are normally part of their inventory or are included in their indirect cost structure in accordance with the contractor's accounting system.**

(4) **The following list of items shall be included in the contractor's inventory.** For any individual Task Order which is of unusual magnitude or circumstances, the contractor may request the Contracting Officer to approve direct reimbursement of a specific item for that Task Order only.

The Government considers the following to be examples of items that should be included in the contractor's inventory, **these items are not allowable as a direct charge to the contract or task order:**

- Air Purifying Respirator
- Hard Hat, Safety Glasses, Ear Plugs
- Oil, Grease, Filters, etc. necessary for operation of equipment
- Maintenance/Service Vehicle or Trailer
- Hand Tools (hammers, wrenches, levels, etc., including non-sparking; Drum/Barrel Cart, Pallet Jack, Wheel Barrow)
- Sampling Tools (stainless steel pails, pans, trowels, drum thieves, calawasi tubes, etc.)
- Sampling Supplies (bottles, jars, preservatives, labels, chain-of-custody forms/labels, decontamination agents, etc.)
- Field tools (shovels, brooms, axes, spades, etc.)
- Field Chemistry Supplies (pH and other indicator papers, test tubes, vials, flasks, cotton swabs, propane torches, etc.)
- Emergency Egress System

- Drum/Barrel Punch for sampling and/or emptying drums
- Welding Stand, including torch, protective gear, and supplies
- Cutting Torch and protective gear
- Portable Eye Wash
- Saws; Hand or Electrical (chain, cut, band, circular, etc.)
- Detergents (laundry soap, shampoo, personnel or equipment decontamination detergent, etc.)
- Metal Detector
- pH Meter, Conductivity Meter, ORP Meter, Thermometer
- Combustible Gas Indicator
- Oxygen Meter
- Organic Vapor Analyzer
- Trash Can, Trash bags
- Vacuum Cleaner
- Safety, Pump, for Colormetric Tubes
- Safety, Meter, Monitor, Explosion
- Safety, Meter, Monitor, Expl/Oxygen
- Safety, Meter, Monitor , HNu (PID)
- Safety, Meter, Monitor, OVA, (FID)
- Safety, Meter, Monitor, IRD
- Safety, Meter, Monitor, Oxygen
- Safety, Meter, Monitor, Radiation
- Safety, Meter, Mon, Aerosol (specify)
- Safety, Meter, Monitor, Cyanide
- Safety, Meter, Monitor, H2S
- Safety, Meter, Monitor, Merc Vapor
- Safety, Compressor, Breathing Air
- Safety, Sampler, Air/Personnel Pump
- Field Personnel Decontamination Station
- Hand Held Radio
- Telephone, plain paper facsimile machine, including telephone cord/jacks
- Computer, Printer with double-sided copy and paper feed, Modem
- Photocopy Machine
- Batteries, Flashlight,
- Ice, Drinking Water Cooler/Ice Chest and Electrolytic Fluid Replacements for Workers
- Tape (duct, strapping, electrical, warning, hazardous, etc.)
- Hoses, including suction/discharge hoses for pumps
- Hose Nozzle or Head, Sprinklers
- Chairs, Tables, Desks or other Furniture Extension Cords
- Office supplies (pens, pencils, grease, glass jar markers, drum markers, all other markers, paper, calculators, paper clips staplers, office tape, staple removals, stickers, labels, folders, notebooks, etc ...)
- Spray paint, survey stakes and other markers, etc.

Personal Protective Items as follow:

- Coveralls and Gloves (excluding chemical resistant)
- Chemical Resistant Steel Toe and Shank Boots and disposable booties
- Long Cotton or other Underwear
- Fully Encapsulating Chemical Resistant Suit
- Level A Suit
- Escape Mask
- Face Shield for Hard Hat

- Nose Cup
- Cooling Equipment for Protective Clothing
- Examination gloves (latex, nitrile, inner gloves, etc.)
- Reflective Safety Vest

B.4 ESTABLISHING FIXED RATES FOR LABOR, EQUIPMENT, AND OTHER ITEMS

From time to time, additional items (non-prepriced) may be added to Section B clause, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT. Non-consumable equipment with low capital value (less than \$1,000.00) shall be included in the fixed rates for labor and equipment (see Clause B.3, Subparagraph (g)(2)). Fixed rates for items not excluded by this restriction shall be negotiated and mutually agreed to between the CO and the Contractor. If the Contractor provides a labor category or an equipment item for which a fixed rate has not been established, whether or not it is provided from the Contractor's own resources (i.e., their employees or owned or long-term leased equipment), or through a third-party subcontract or short-term lease/rental agreement, the Contractor shall furnish the CO with a written request identifying the item and the proposed rate prior to its utilization. The Contractor shall include supporting documentation containing recent market research data (a minimum of three (3) quotes) or cost and pricing data supporting the proposed rate. The supporting documentation shall be submitted in a format that is acceptable to the CO. Reimbursement shall be subject to the following conditions:

(a) Rates for labor and/or equipment may be negotiated by the FOSC on a site by site basis, provided that the total estimated cost of the labor and/or equipment items being negotiated for the site does not exceed \$25,000.00. Rates for labor and/or equipment that have been negotiated by the FOSC will not be applicable to the task order without subsequent approval by the CO and incorporation into the contract and/or task order via modification. When the estimated total cost of the labor and/or equipment item being negotiated for the site exceeds \$25,000.00, the rates will be negotiated by the CO and incorporated into the contract and/or task order via modification on a site by site basis. The labor and equipment rates shall be fully loaded rates including direct costs, indirect costs, and profit. The Contractor shall submit a proposed fixed rate to the CO, accompanied by written documentation, within five (5) calendar days for CO approval. A copy shall also be provided to the FOSC. For equipment, documentation shall include, but is not limited to, the Contractor's company-wide equipment usage log and/or a minimum of three competitive quotes/bids, as deemed acceptable by the CO. All additional labor/equipment rates to be incorporated into the contract via modification on a contract wide basis will be negotiated by the CO. To the maximum extent feasible, the Government will attempt to definitize these rates within 90 calendar days from receipt of an acceptable package.

(b) Rates may be conditionally negotiated and accepted for a specific task order by the FOSC, regardless of the total estimated cost of the labor and/or equipment item for the site, in the event that the CO is not available (i.e., after normal duty hours, weekends, and holidays). The Contractor shall submit a proposed fixed rate to the CO, accompanied by written documentation, within five (5) calendar days for CO approval. A copy shall also be provided to the FOSC. As a minimum, the Contractor shall provide the following equipment documentation which must be deemed acceptable by the CO: the Contractor's company-wide equipment usage log and/or a minimum of three competitive quotes/bids. To the maximum extent feasible, the Government will

attempt to definitize these rates within 90 calendar days from receipt of an acceptable package.

(c) A final fixed rate is subject to the approval of the CO and will be incorporated into the contract and/or task order by issuance of a modification. To the maximum extent feasible, the Government will attempt to definitize these rates within 90 calendar days from receipt of an acceptable package. If the final fixed rate is different from the FOSC assigned rate and the Contractor has already billed for this item, the Contractor shall make the appropriate adjustment on his next invoice for the task order.

B.5 USE OF GALLEY TRAILERS

Approval for the use of galley trailers must be obtained in advance from the CO. The costs associated with the use of a galley trailer shall be considered in determining the allowable per diem and other travel costs in accordance with FAR 31.205-46, Travel Costs.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1, Statement of Work.

The Contractor shall perform work under this contract only as directed in Task Orders issued by the individuals authorized in Clause G.1.

C.3 PERSONAL PROTECTIVE EQUIPMENT

(a) Personal Protective Equipment requirements are determined by the NIOSH/OSHA/USCG/EPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities issued in October 1985. These guidance documents, or their updated versions, will be the final determination for personal protection guidance in this contract. All equipment associated with a particular level of protection, or modified level of protection, is to be supplied by the contractor for each site. Details of the appropriate level of protection will be covered in the site safety plan as specified in Section F clause, REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) ALTERNATE I (APR 1984) DEVIATION.

(b) In an explosive atmosphere, intrinsically safe equipment is a requirement. Optional equipment must be available, depending upon site exigencies.

(c) LEVEL A

Pressure-demand, self contained breathing apparatus (MSHA/NIOSH approved)
Fully encapsulating chemical-resistant suit
Coveralls*
Underwear, long cotton underwear*
Gloves (outer), chemical-resistant
Gloves (inner), chemical-resistant
Boots, chemical-resistant, steel toe and shank. (Depending on suit boot, worn over or under suit boot)
Hard hat* (under suit)
Disposable protective suit, glove, and boots* (Worn over fully encapsulating suit)
2-way radio communications (intrinsically safe)
Cooling Garment

(d) LEVEL B

Pressure-demand, self-contained breathing apparatus (MSHA/NIOSH approved)
Chemical-resistant clothing (coveralls and long sleeve jacket; coveralls; hooded, one or two-piece chemical-splash suit; disposable chemical-resistant coveralls)
Coveralls*

Gloves (outer) chemical-resistant
 Gloves (inner) chemical-resistant
 Boots (outer) chemical-resistant, steel toe and shank
 Boots (outer) chemical-resistant (disposable)*
 Hard hat (face shield*)
 2-way radio communication (intrinsically safe)

(e) LEVEL C

Full-face, air purifying respirator (MSHA/NIOSH) approved)
 Chemical-resistant clothing (one piece coverall; hooded, two piece
 chemical splash suit; chemical-resistant hood and apron;
 disposable chemical-resistant coveralls)
 Coveralls*
 Gloves (outer) chemical-resistant
 Gloves (inner) chemical-resistant
 Boots, steel toe and shank, chemical-resistant
 Boots (outer) chemical-resistant (disposable)*
 Hard hat (face shield*)
 Escape mask*
 2-way radio communications (intrinsically safe)

(f) LEVEL D

Coveralls
 Gloves
 Boots/shoes, safety or chemical-resistant steel toe and shank
 Boots (outer) chemical-resistant disposables*
 Safety glasses or chemical splash goggles*
 Hard hat (face shield*)
 Escape mask*

NOTE: *Optional at the discretion of the FOSC

C.4 MATERIALS

(a) The Contractor shall provide all materials ordered by the FOSC. The following is a partial list of materials that represents the types of materials that may be required on-site:

_____ (b) MATERIALS

Containers

Drums (55-gal)
 Overpacks (85-gal)
 Storage tanks
 Plastic bags
 Waste boxes
 Tank patch kits

Sorbents/Solidifiers

Sorbent pads, booms
 Containment booms & anchors
 Absorbent filters
 Kiln dust, Portland cement, flyash
 Corncobs, rice hulls, sawdust
 Sandbags

Building Materials

Lumber
 Cement/concrete

Bulk Chemicals

Neutralizing acids/bases
 Soda ash

Fencing materials
Tools
Hardware
Welding supplies

Lime/calcium carbonate
Activated carbon
Hydrogen peroxide
Sodium Hypochlorite

Fill Material

Sand, gravel, crushed rock
Clay
Topsoil
Landscaping materials

Safety Gear

Spare SCBA tanks/compr. air
Respirator cartridges
Stress drinks
First aid supplies/emerg. oxygen
Disinfectants for equipment

Sampling Supplies

VOA bottlers
Sample jars, 8-oz.
Wide mouth pint jar w/Teflon
lid liners
½ gal. amber jugs
Glass tubes, 16mm, 4 ft.
Cubitainers (plastic sample
containers, var. sizes)
Vermiculite
1-gal. paint can w/lid
DOT labels
Sample gloves
Stainless steel spoons
Split spoons
Sample preservatives
DOT sample containers

Decontamination Materials

Wash pails/buckets
Soap, shampoo
Paper towels
Brushes
Hoses
Alconox, TSP

Other Materials

Duct tape
Carts/pallets
Film & developing
Caution tape
Office supplies
Pumps/hand pumps
Reinforced hoses
Fuel (gasoline, kerosene,
diesel, propane, etc.)
Visqueen, pool liners
Oil, grease, silicone
Oil spill sorbent booms
Oil spill sorbent pads

C.5 INCORPORATION OF CONTRACTOR'S OFFER

The Contractor's offer, which includes Standard Form 33; Section B, Supplies or Services and Prices/Costs; Professional Employee Compensation Plan, dated _____; Confidential Business Information (CBI) Plan, dated _____; Conflict of Interest (COI) Plan, dated _____; Quality Management Plan, dated _____; Quality Assurance Program Plan, dated _____; Health and Safety Program Plan, dated _____; Collective Bargaining Agreements with _____ dated _____; Contractor's Written Payroll Policy dated _____; and Resumes and Commitment Letters for Key Personnel; are hereby incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's offer, the contract provisions take precedence.

C.6 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual.

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency

Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://www.epa.gov/docs/irmpoli8/>.

C.7 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING**D.1 SHIPMENT AND MARKING (EP 52.247-100) (APR 1984)**

(a) At the request of the Contracting Officer or as directed elsewhere in this contract or in individual task orders issued under this contract, the contractor shall submit deliverables on 3.5" microcomputer floppy disks or CD ROM. The floppy disks/CDs shall be packaged in accordance with standard commercial practice for ADP software. The disks/CDs shall be IBM compatible, high density, double-sided, and shall be labeled to indicate:

- (1) Name of deliverable;
- (2) Contract Name;
- (3) Contract Number;
- (4) Date written; and
- (5) Indication of draft or final version.

(b) For each deliverable, data shall be segregated by category and submitted on the diskettes/CDs using the following categories:

<u>DATA CATEGORY</u>	<u>ASCII CONVERTED TO AN ORIGINAL IN</u>
(1) Narratives	WordPerfect
(2) Spreadsheets	Lotus 1-2-3
(3) Data Bases	ASCII Delimited Text
(4) PC to PC Communications	CrossTalk

(c) All data submitted in accordance with this clause shall be in the version of the software applications specified in Section C of this contract.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference. Full text of these clauses may be found at the following web site: <http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-6	May 2001	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the FOSC is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at the Work Site.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER
52.242-15	APR 1984	STOP WORK ORDER ALTERNATE I
52.247-34	NOV 1991	F.O.B. DESTINATION

F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) ALTERNATE I (APR 1984) DEVIATION

(a) The Contractor shall prepare and deliver the below listed reports to the designated addressees. Each report shall cite the contract number and identify the Environmental Protection Agency as the sponsoring agency.

(b) MANDATORY REPORTS

(1) Contractor Daily Cost Report (EPA Form 1900-55)

- (a) Type: Final
- (b) Title: Contractor's Daily Cost Report (EPA Form 1900-55)
(Attachment 3)
- (c) Content Requirements:

(1) Estimated or actual daily usage and cost information on personnel, equipment, materials, sample analysis, transportation, disposal, subcontract charges, travel and subsistence, and miscellaneous and other direct costs. The Daily Contractor Cost Report, EPA Form 1900-55, shall be generated using the EPA developed RCMS. The software will be provided at time of award and the data set forth in this paragraph. If electronic power and/or a computer are not available, the contractor shall submit handwritten Daily Cost Reports (EPA Form 1900-55) in coordination with the FOSC. All handwritten Daily Cost Reports must be entered into RCMS within three working days. After completion of the draft EPA Form 1900-55, it shall be reviewed by the contractor and the FOSC, then finalized and signed by the Response Manager and the FOSC.

(2) All estimated costs sometimes referred to as

"await bills" or "pending costs" shall be finalized by the contractor within 90 days.

(3) Within 90 days of the completion of site work, the contractor shall:

- (a) have entered into RCMS all costs incurred, but not previously recorded into RCMS. "Reconciliation" 1900-55s for these costs will be generated, reviewed and verified in accordance with procedures for daily 1900-55s.
- (b) submit a "reconciliation" invoice for these "reconciliation" 1900-55s, as well as costs recorded in RCMS, but not previously invoiced. The "reconciliation" invoice will be generated, reviewed and approved in accordance with procedures for monthly invoices.
- (c) notify the CO in writing that all costs claimed for this DO have been recorded in RCMS and invoiced.
- (d) Distribution:
 - (1) FOSC - original signed document and copies of supporting documentation.
 - (2) Contracting Officer (CO) (submitted with the invoice)
 - (3) Project Officer (PO) (submitted with the invoice)
- (e) Delivery Schedule: On site - The contractor shall provide a copy to the FOSC at end of each work day, or no later than noon the following day. The contractor may submit a monthly 1900-55 to capture await bills being finalized after demobilization from the site within 90 days.
- (f) Number of days Government has to review/approve: FOSC reviews and signs 1900-55s daily, while on site. When off site, the FOSC will review/approve 1900-55s within 15 calendar days of receipt.

(2) **CERCLA Off-Site Disposal Report**

- (a) Type: Final
- (b) Title: CERCLA Off-Site Disposal Report
- (c) Content requirements: Per the following format
- (d) Distribution:
 - (1) PO
 - (2) FOSC

- (e) Delivery Schedule: Report to be completed by cleanup contractor and received by PO/FOSC within 10 days after disposal has been completed at each site.

CERCLA OFF-SITE DISPOSAL REPORT

Information Required for CERCLA Off-site Waste Management Activities

1. Superfund site name/State/CERCLIS SSID number:
2. Type of action (Check two)

<input type="checkbox"/> Removal	<input type="checkbox"/> Fund-financed
<input type="checkbox"/> Remedial	<input type="checkbox"/> PRP-financed
3. Type (check one) and form (check one) of waste; if more than one type, attach separate sheets for this and remaining questions for each type:

Type:	Form:
<input type="checkbox"/> solvents	<input type="checkbox"/> wastewater
<input type="checkbox"/> dioxins/furans	<input type="checkbox"/> liquid waste
<input type="checkbox"/> cyanides	<input type="checkbox"/> organic sludge
<input type="checkbox"/> heavy metals	<input type="checkbox"/> (> 1% total solids)
<input type="checkbox"/> (specify metals) _____	<input type="checkbox"/> inorganic sludge
<input type="checkbox"/> acids	<input type="checkbox"/> (<1% total org. carbon)
<input type="checkbox"/> PCBs	<input type="checkbox"/> contaminated soil
<input type="checkbox"/> halogenated organics	<input type="checkbox"/> and debris
<input type="checkbox"/> other RCRA-listed hazardous	<input type="checkbox"/> solid or solidified
<input type="checkbox"/> wastes (specify) _____	<input type="checkbox"/> waste (specify) _____
<input type="checkbox"/> non-hazardous or de-listed	
<input type="checkbox"/> wastes	
4. Quantity of waste:

<input type="checkbox"/> cubic yard (CY)	<input type="checkbox"/> tons/lbs
<input type="checkbox"/> gallons (gal)	<input type="checkbox"/> lab packs
<input type="checkbox"/> drums	
5. Range, average, and/or representative concentrations of the contaminants of concern: _____
6. Pre-treatment of waste before transportation:

<input type="checkbox"/> precipitation	<input type="checkbox"/> neutralization
<input type="checkbox"/> solidification	<input type="checkbox"/> fixation
<input type="checkbox"/> stabilization	<input type="checkbox"/> other (_____)
7. Receiving RCRA facility name/location/I.D number/units:

8. Receiving Region _____
9. Receiving Region Off-site Contact (RROC):

Name _____ Date _____

10. Date(s) of Shipments _____
Date disposal is completed/facility signs manifest for receipt of final shipment) _____
11. Pre-treatment of waste at site before final treatment or disposal:
_____ precipitation _____ neutralization
_____ solidification _____ fixation
_____ stabilization _____ other (_____)
12. Final method of treatment or disposal/unit receiving:
_____ precipitation _____ neutralization
_____ incineration _____ landfill
_____ land treatment _____ injection
_____ recovery/re-use _____ other (_____)
13. If waste was landfilled:
- What disposal cell number or location? _____
- Type of liner in cell? (e.g. PVC, clay, hypalon) _____
14. Cost of activities:
_____ treatment/disposal cost per unit _____;
_____ total cost based on treatment/disposal only
(no transportation cost);
_____ transportation cost per unit _____;
_____ total cost for transportation only.

(3) **Contractor's Final Site Report**

- (a) Type: Final
- (b) Title: Contractor's Final Report
- (c) Content Requirements: This report shall detail all task order costs, and list labor, equipment, materials, subcontractors, and other items or services delivered. This report shall describe response approaches used, any problems encountered and solutions used.
- (d) Distribution:
FINAL
(1) PO
(2) FOSC
(3) CO
- (e) Delivery Schedule: Within thirty (30) days after the conclusion of the on-site work.

(f) Number of days Government has to review/approve: N/A

(4) **Year-end Report**

(a) Type: Final

(b) Title: Year-end Report

(c) Contract requirements: Narrative and cost summary of the activities performed and planned for completion under the contract during the twelve (12) month period being reported. The report shall include an assessment of the overall contract program, recommendations for improving the effectiveness of the program, and a summary of all removal actions taken, including technical and financial information.

(d) Distribution:

(1) PO

(2) CO

(e) Delivery schedule: Within thirty (30) calendar days following the end of each contract year.

(5) **Site Safety Plan**

(a) Type: Final

(b) Title: Site Safety Plan

(c) Content Requirements: Conforms with 29 CFR 1910.120 and addresses, but is not limited to, three major areas: (1) the site itself, include any geographic hazards which may exist; (2) the materials/chemicals involved, including the nature of each (i.e., explosive), exposure, recommendation for level of safety equipment to be used at site as well as personal protection; and (3) all emergency services available locally, such as fire department, ambulance and hospitals, with telephone numbers for each.

(d) Distribution: FOSC

(e) Delivery Schedule: Report to be received prior to commencing cleanup action for a particular site.

(6) **Quarterly Quality Assurance Data Report**

(a) Type: Final

(b) Title: Quality Assurance Data Report

(c) Content Requirements: A copy of all analytical data

generated for sample analysis subcontracts. All reports shall be consistent and compatible in format with EPA's Office of Emergency and Remedial Response quality assurance procedures. The report shall include Non-Contract Laboratory Program (CLP) Superfund Analytical Tracking Forms as backup information for this report.

(d) Distribution:

- (1) PO
- (2) QA Officer

(e) Delivery Schedule: On or before the 15th day following the three month quarter being reported on.

(7) **Site Specific Sampling Plan**

(a) Type: Final

(b) Title: Site Specific Sampling Plan

(c) Content Requirements: Site Description, Location of Sample collection (maps), climatic limits on sampling, if any, number of samples collected for each matrix (i.e., soil, drums, water, etc) number and size of containers, number of Quality Control (QC) samples (i.e, blanks, duplicates, etc) collected for each matrix, field and laboratory analytical methods used for analysis, acceptable level for data decision , contact person in charge (for PRP projects), signature page with signatures (i.e., FOSC, PRP, contractor's QA staff overseeing sampling, on-site lab QA, off-site QA, as applicable).

(d) Distribution:

- (1) FOSC
- (2) QA Officer

(e) Delivery Schedule: As required by FOSC

(8) **Site Specific Work Plan**

(a) Type: Final

(b) Type: Site Specific Work Plan

(c) Content requirements: Written work plan to be completed after initial on-scene survey. This work plan shall define the types and quantities of clean-up personnel, equipment and materials needed, proposed project schedule by subtask, and the estimated cost.

- (d) Distribution:
 - (1) CO
 - (2) PO
 - (3) FOSC
- (e) Delivery Schedule: No later than ten (10) days after mobilization, if required by the task order.
- (f) Number of days Government has to review/approve: 10 days.

(c) SITE SPECIFIC AND SPECIAL REPORTS. The Contractor shall submit the following reports at the request of the EPA FOSC or other designated official.

(1) **Daily Work Report**

- (a) Type: Final
- (b) Title: Work Report (work to be performed and work accomplished)
- (c) Content Requirements: Written work report in advance of each day's activities specifying work to be performed and the number and types of personnel, equipment, and materials to be used, and any other activities to be performed. This report also documents work accomplished.
- (d) Distribution:
 - (1) FOSC on-site
- (e) Delivery Schedule: In advance of commencing each phase of work.

(2) **Site Progress Report**

- (a) Type: Final
- (b) Title: Site Progress Report
- (c) Content: Summary, indicating amount of material treated or removed from a site, transportation and disposal methods used, analytical data, and estimated or actual costs to date.
- (d) Distribution:
 - (1) FOSC on-site
- (e) Delivery Schedule: Daily, weekly or bi-weekly progress reports as specified by the FOSC.

(3) **Special Reports**

- (a) Type: To be determined
- (b) Title: To be determined.
- (c) Content Requirements: To be determined.
- (d) Distribution: To be determined.
- (e) Delivery Schedule: To be determined.

F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1986)

(a) The Contractor shall furnish 2 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

F.4 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)

The effective period of this contract is from the date of contract award and shall continue in effect through sixty (60) months thereafter, unless terminated in accordance with other provisions herein.

F.5 WORKING FILES

The Contractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

TO BE DETERMINED AT TIME OF AWARD

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering

Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block __25__ on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The

degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.3 ERRS INVOICE REQUIREMENTS

(a) Notwithstanding the requirements of the Section G clause entitled "SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUNE 1996)," separate invoices must be submitted for each task order issued under this contract. Invoices for payment shall be submitted in an original and three(3) copies distributed in accordance with the instructions set forth below and shall include the contract number, order number, accounting and appropriation data as set forth in each task order, description of services, and the amount of payment requested. Each invoice submitted for a particular task order shall be numbered consecutively.

(b) In addition to the special requirements described below, all invoices for payment under any task order shall be accompanied by a summary of costs, for other than fixed rate items, claimed by major cost element: labor, equipment usage, sampling/analysis, transportation, disposal, travel and subsistence, materials, subcontracts, and any other charges. Invoices must be broken down further as follows:

(1) Each invoice shall contain a "Cost Summary Report" which will give current and cumulative totals listed by major cost element category.

(2) A "Project Daily Summary" is to be included with each invoice. This portion of the invoice shall have the changes for each major

category listed by date with daily totals and separately show costs for each corporate entity providing cleanup services on the site. Costs incurred off-site which do not fall within the purview of the Program Manager should be clearly identified (i.e., decontamination of Contractor-Owned Equipment). Hours charged against a project by ERRS management personnel or work performed at the contractor's office must be clearly identified.

(3) Invoices are to include "Project Daily Detail" sheets with each line item listed giving a description, source of item, quantity, unit of measure, dollar rate and total for the day. There shall be a subtotal for each major category and a total of charges for the day. The "Project Daily Detail" sheets shall be consistent with EPA Form 1900-55's prepared each day with any difference explained fully by individual line item.

EXCEPTION: Where only maintenance activity is occurring at a site (e.g. bottled water, site security, etc.), a monthly EPA Form 1900-55 may be submitted in lieu of the Project Daily Summary and the Project Daily Detail Sheets.

(4) An "Equipment Usage Log" shall be included with each invoice giving the dates that each piece of equipment was utilized during that billing period and its source and unique identification number (i.e., serial number) for those equipment items billed at fixed rates as identified in the Schedule and for those other items of equipment for which FOSC assigned rates have been established in anticipation of fixed rates being negotiated into the contract or task order. Items using FOSC assigned rates must be clearly identified.

(5) A Materials/Other Direct Costs/Subcontract Log shall be included with the invoice and shall itemize all items purchased and/or provided at cost. This Log shall also identify the material handling charge, if applicable, associated with materials purchased and/or provided at cost. Subcontract services provided at the fixed rates listed in Section B of the contract should be excluded.

(6) Copies of hotel receipts are required to be submitted by the Contractor along with monthly invoices. Lack of hotel receipts shall result in the suspension of unsupported amounts until the hotel receipts are provided.

(7) The invoice module shall be used on the Removal Cost Management System (RCMS). The contractor shall commence using that program and format, with appropriate company modifications, to submit invoices under this contract. NOTE: All invoices shall be generated from the contractors accounting system. All billed costs shall be reconciled to the contractor's job cost system on a quarterly basis.

(8) Final invoices for costs other than transportation and disposal must be received with 120 days after site work is completed unless a longer period of time is preauthorized by the FOSC. Final invoices for costs associated with transportation and disposal shall be submitted within 120 days after the transportation and disposal has been completed unless a longer of period of time is preauthorized by the FOSC.

(c) Distribution shall be as follows:

(1) The original of each invoice to the Finance Office specified in Block 21 of OF 347, Solicitation, Offer and Award, of this contract.

(2) One copy of each invoice to the FOSC accompanied by readable copies of the Contractor Daily Cost Reports (EPA Form 1900-55) and other documentation (i.e., sales receipts, charge tickets, invoices, etc.) to substantiate all costs for which reimbursement is requested. This copy shall include, on the reverse side or in an attachment thereto, the following statements:

CONTRACTOR CERTIFICATION

I hereby certify in accordance with FAR 52.232-7 that all costs included in this invoice have been paid by (insert Contractor Company Name) prior to submitting the invoice to EPA for payment.

Date

Name and Title of Signer with
Authority to Bind the Company

FEDERAL ON-SCENE COORDINATOR'S CERTIFICATION

I certify to the best of my knowledge and belief that the services shown on the invoice have been performed and are accepted.

Date

Federal On-Scene Coordinator

(3) One (1) copy of the above certifications to the ERRS Project Officer listed in the Section G clause entitled, "CONTRACT ADMINISTRATION REPRESENTATIVES."

(4) One (1) copy of each invoice to the ACO listed in the Section G clause entitled, "CONTRACT ADMINISTRATION REPRESENTATIVES." This copy shall be accompanied by readable copies of the Contractors Daily Cost Reports (EPA Form 1900-55). A copy of the certification required above shall also accompany this copy of each invoice.

As requested by the CO, the contractor shall be required to provide copies of other documentation (sales receipts, charge tickets, invoices, etc.) to substantiate any costs for which reimbursement is requested.

(d) When a Project Officer (PO), Contracting Officer (CO), or a Contracting Officer's Representative (COR) identifies costs in a voucher that are to be suspended or disallowed, the Form 1900-68 is used to identify those costs, the associated reasons, and to communicate the action to all necessary parties. The PO, CO, and /or COR must fill out the Form 1900-68 explaining the suspended amount, sign and date the Form and send it to the contractor. The contractor must fill out the acknowledgment of the receipt on the applicable area on Form 1900-68 and return a copy of it to the PO, CO, or COR who made the suspension. (A copy of Form 1900-68 may be requested from the CO, PO or COR.)

G.4 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter

directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.5 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be

established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management (3802R)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.6 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EPAAR 1552.242-72) (OCT 2000)

(a) A Financial Administrative Contracting Officer (FACO) is responsible for performing certain post-award functions related to the financial aspects of this contract when the EPA is the cognizant federal agency. These functions include the following duties:

(1) Review the contractor's compensation structure and insurance plan.

(2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.

(3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.

(4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause, if appropriate.

(5) In connection with Cost Accounting Standards:

(A) Determine the adequacy of the contractor's disclosure statements;

(B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;

(C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and

(D) Negotiate price adjustments and execute supplemental agreements

under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.

(6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.

(7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.

(8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.

(b) The FACO shall consult with the contracting officer whenever necessary or appropriate and shall forward a copy of all agreements/ decisions to the contracting officer upon execution.

(c) The FACO for this contract is:

TO BE DETERMINED AT TIME OF AWARD

G.7 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.8 POST-AWARD CONFERENCE

A post-award conference shall be held within thirty (30) calendar days after contract award in order to 1) achieve a clear and mutual understanding of all contract requirements and 2) to identify and resolve potential problems. Attendance shall be required by representatives of the Contractor and the EPA.

G.9 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000) DEVIATION

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause:

None

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

EPA Mobile Command Post

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency
Property Administration Requirements (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.

3. Certification that no like contractor facilities exist which could be utilized.

4. A detailed description of the task-related purpose of the facilities.

5. Explanation of negative impact if facilities are not provided by the Government.

6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).

7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it

as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as ``a group of interacting items functioning as a complex whole,' ' the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is

\$25,000 or more.

e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.

f. Distribution shall be as follows:

Original to: EPA CO

1 copy: DCMC PA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the

information related to the following data elements for EPA Government property:

Contractor Identification/Tag Number;
 Description;
 Manufacturer;
 Model;
 Serial Number;
 Acquisition Date;
 Date received;
 Acquisition Cost*;
 Acquisition Document Number;
 Location;
 Contract Number;
 Account Number (if supplied);
 Superfund (Yes/No);
 Inventory Performance Date;
 Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

G.10 SUBCONTRACT CONSENT APPROVAL LEVELS

(a)(1) The Contractor shall submit the information required by FAR clause 52.244-2, Subcontracts (AUG 1998) Alternate II, simultaneously to the Federal On-Scene Coordinator (FOSC) and Contracting Officer (CO) and obtain consent to subcontract from the FOSC or CO in accordance with the following:

<u>Description</u>	<u>Action</u>	Responsible <u>Official</u>
Subcontracts under \$250,000 (Except as Stated Below)	Review & Consent	FOSC
Sole Source Subcontracts over \$100,000 (Except Transportation and Disposal)	Review Review & Consent	FOSC CO
Sole Source Transportation and Disposal over \$250,000	Review Review & Consent	FOSC CO
Innovative and Emerging Alternative Technology (All Dollar Amounts)	Review Review & Consent	FOSC CO

All Other Actions over
\$250,000

Review
Review & Consent

FOSC
CO

(2) Innovative Alternative Technology is defined as any fully developed technology for which cost or performance information is incomplete, thus hindering routine use at CERCLA sites. An Innovative Alternative Technology may require field testing before it is considered proven and available for routine and/or site-specific use. Emerging Alternative Technology is defined as alternative technology in an earlier stage of development than Innovative Alternative Technology, where performance research has not yet successfully passed laboratory or pilot testing.

(3) FOSCs may authorize the contractor to proceed with placement of subcontracts, regardless of the dollar amount, in instances where CO consent cannot be obtained due to time constraints. Such action requires that a request for ratification be submitted to the CO within five working days in instances where the action exceeds the authority of the FOSC as specified above.

(b) The contractor shall comply with the requirements as stipulated in FAR 52.244-2, Subcontracts, (AUG 1998) Alternate II (AUG 1998). Subcontract consent is **mandatory** for subcontracted tasks involving hot zones (all levels), indemnification, conflict of interest or safety training. The authority to consent to subcontracts is delineated in paragraph A herein. (For additional review and/or approval for pollution liability indemnification, refer to Sections H and I). For the purposes of this clause, a hot zone is defined as a site area requiring personal protective equipment at any level.

(c) In instances where the subcontract exceeds the simplified acquisition threshold (\$100,000) or is of a number of subcontracts with a single subcontractor for the same or related supplies or services that in the aggregate are expected to exceed the simplified acquisition threshold, the Contractor shall provide in Block 23 of the EPA Form 1900-55 (or as an attachment thereto) prepared for the day on which the consent for the subcontract is given, information on how the subcontractor was selected and the competition obtained. For noncompetitive subcontracts, the Contractor shall provide a sole source justification which states why there is only one source and what efforts were made to obtain competition.

(d) The following are designated as "Team Subcontractors" in the contract:

TO BE COMPLETED AT TIME OF CONTRACT AWARD OR MODIFICATION, IF APPLICABLE.

Additional team subcontractors may be approved in writing only by the Contracting Officer.

(e) Subcontract consent under this clause:

(1) Subcontract consent given under this clause is conditional upon the prime contractor providing the required information to support the proposed subcontract;

(2) A copy of the signed subcontract shall be sent to the FOSC

and CO within ten (10) working days of its execution;

(3) EPA consent to the subcontract does not relieve the prime contractor of any obligations or responsibilities under the prime contract;

(4) EPA consent to the subcontract does not create any obligation for EPA relative to the subcontractor;

(5) EPA consent to the subcontract does not create any "privity of contract" between EPA and the subcontractor;

(6) EPA consent does not constitute a determination as to the acceptability of the subcontract price or the allowability of costs;

(7) EPA consent to the subcontract does not constitute approval of the terms and conditions of the subcontract; and

(8) The Contracting Officer will act only in disputes arising under the prime contract, even if a subcontractor is affected by the dispute between EPA and the prime contractor.

G.11 DECONTAMINATION OF CONTRACTOR-OWNED EQUIPMENT

With regard to equipment provided by the Contractor, the FOSC and the Response Manager assigned to the site will determine which equipment is to be decontaminated and whether or not it is to be decontaminated at the site of the removal or at the contractor's facilities. Labor charges and charges for decontamination equipment (equipment used to decontaminate other equipment) for decontamination efforts will be considered allowable charges under this contract and will be paid in accordance with the applicable rate(s) specified in the Schedule. Reasonable charges for the equipment while it is being decontaminated will be allowable charges under this contract. When the decontamination effort is performed at the contractor's facilities, a reasonable charge for the decontamination labor, decontamination equipment, and equipment to be decontaminated shall not exceed one day.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 PRINTING (EPAAR 1552.208-70) (OCT 2000)***(a) Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) Prohibition.

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at:

[http://www.epa.gov/cpq/.](http://www.epa.gov/cpq/)

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the

Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.3 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract

begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.4 LIMITATION OF FUTURE CONTRACTING (TCRR) (EPAAR 1552.209-74) (MAR 1997)
ALTERNATE I (MAR 1997)**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the delivery order or tasking document and for a period of five (5) years after the completion of the delivery order or tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

(1) It will not provide any Technical Assistance Team (TAT) type activities (e.g., TAT contracts) to EPA within the Contractor's Time Critical Rapid Response (TCRR) assigned geographical area(s), either as a prime contractor, subcontractor, or consultant.

(2) It will not provide any Technical Assistance Team (TAT) type activities (e.g., TAT contracts) to EPA as a prime contractor, subcontractor or consultant at a site where it has performed or plans to perform TCRR work.

(3) It will be ineligible for award of TAT type activities contracts for sites within its respective TCRR assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.

(e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract

under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (h), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.5 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings and performance

categories:

Ratings: 0 = unsatisfactory,
1 = poor,
2 = fair,
3 = good,
4 = excellent,
5 = outstanding.

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating

- 0--Contractor is not in compliance and is jeopardizing achievement of contract objectives
- 1--Major problems have been encountered
- 2--Some problems have been encountered
- 3--Minor inefficiencies/errors have been identified
- 4--Contractor is in compliance with contract requirements and/or delivers quality products/services
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating

- 0--Contractor is unable to manage costs effectively
- 1--Contractor is having major difficulty managing costs effectively
- 2--Contractor is having some problems managing costs effectively
- 3--Contractor is usually effective in managing costs
- 4--Contractor is effective in managing costs and submits current, accurate, and complete billings
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

Rating

- 0--Contractor delays are jeopardizing performance of contract objectives
- 1--Contractor is having major difficulty meeting milestones and delivery schedule

- 2--Contractor is having some problems meeting milestones and delivery schedule
- 3--Contractor is usually effective in meeting milestones and delivery schedule
- 4--Contractor is effective in meeting milestones and delivery schedule
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

Rating

- 0--Response to inquiries, technical/service/administrative issues is not effective
- 1--Response to inquiries, technical/service/administrative issues is marginally effective
- 2--Response to inquiries, technical/service/administrative issues is somewhat effective
- 3--Response to inquiries, technical/service/administrative issues is usually effective
- 4--Response to inquiries, technical/service/administrative issues is effective
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, and timeliness of performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance

category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations performance category (including a narrative for the rating);

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as

promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.6 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.7 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.8 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.9 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)

(a) (1) Except as provided in subparagraph (2) below, the Contractor shall

provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

H.10 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.11 LIMITATION ON REIMBURSEMENT FOR RENTAL EQUIPMENT (EP 52.231-305) (APR 1992)

(a) If a fixed rate for equipment has been included in the contract but the contractor provides that equipment through a third-party subcontract or short-term rental/lease, reimbursement for that equipment shall be at the fixed rate specified in the contract for that item for the prime contractor or team subcontractor, depending upon which (prime contractor or subcontractor) leases or rents the equipment.

(b) If it is determined by the contracting officer to be in the best interest of the Government to suspend this limitation, reimbursement for rented/leased equipment may be at a cost which exceeds the fixed rate. Such consideration shall be made on a case-by-case basis. A request for approval of a higher cost shall be made by the contractor in writing to the contracting officer in advance of charging the higher rate. Written documentation supporting the request shall include the description of the item, CLIN number, proposed cost, an explanation of why the contractor is proposing to rent/lease the equipment, and such other information as may be considered necessary by

the contracting officer to evaluate the proposal.

(c) In the event of an emergency, the Federal On-Scene Coordinator (FOSC) may approve a higher rate with written documentation to be forwarded by the contractor to the contracting officer through the FOSC within ten (10) calendar days thereafter. In addition to the information required in the proceeding paragraph, details on the nature of the emergency shall be included.

(d) The final determination on reimbursement for a cost for rented/leased equipment for which the contract includes a fixed rate shall be the responsibility of the contracting officer except in an emergency during which the FOSC's approval shall be accepted by the contracting officer until the emergency situation is stabilized provided the required documentation is submitted to the contracting officer within the time specified above.

(e) In determining the allowability of reimbursement for the cost of rented/leased equipment for which the contract includes a fixed rate and which results in a cost in excess of the fixed rate, the Government may consider incremental charges incurred in connection with rental equipment for excessive usage and peak seasons during which time all of the contractor's owned equipment is dedicated to other EPA sites. The Government may also take into consideration instances where the contractor's equipment has been in use on a long-term basis on non-EPA jobs before being required by EPA and the length of the EPA job.

H.12 LIMITATION ON FIXED RATE EQUIPMENT CHARGES (EP 52.231-310) (APR 92)

(a) The charges for a specific Contract Line Item (CLIN) under a delivery order shall be limited to the average acquisition cost for all like items in the contractor's inventory at the time of contract award and shall remain fixed for that year of the contract. Proposed increases in the average acquisition cost due to acquisition of additional equipment shall be subject to reconsideration by the Government at the end of each year of the contract for the next year of the contract assuming that the Government exercises the option to extend the period of the contract. The average acquisition cost shall be made available to the FOSC for use in the Removal Cost Management System (RCMS) prior to any charge being entered into the RCMS for that CLIN.

(b) Once the average acquisition cost for a CLIN has been equaled in charges to the delivery order no additional charges for use of that CLIN shall be allowed until a rate representing the contractor's ongoing costs for maintaining the equipment has been agreed to. Such cost may include such charges as maintenance, storage, licenses, taxes, applicable indirect costs, and profit. The contractor's proposal for a rate to cover maintenance costs shall be submitted to the contracting officer when the charges to the delivery order for that CLIN at the fixed-rate equal 85% of the average acquisition cost for that particular CLIN.

(c) Where two items of the same CLIN are being used simultaneously on the same delivery order, the limitation shall be the number of items times the

average acquisition cost for the CLIN.

H.13 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled

"Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.14 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.15 SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the

contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.16 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified

in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

H.17 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (MAR 2001) (DEVIATION)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To Agency contractors and other federal agencies and their contractors tasked with recovery, or assisting the Agency in the recovery, of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund) and/or Sec. 311(c) of the Clean Water Act (CWA), as amended by the Oil Pollution Act of 1990 (OPA) (33 U.S.C. 1321(c));

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising and representing the Agency or other federal agencies in procedures for the recovery of Superfund expenditures and costs and damages to be deposited to the Oil Spill Liability Trust Fund (OSLTF);

(3) To the U.S. Department of the Treasury and contractors employed by that department for use in collecting costs to be deposited to the Superfund

or the OSLTF;

(4) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), OPA Sec.1002 (33 U.S.C. 2702), or CWA Sec. 311 (33 U.S.C. 1321) and their insurers or guarantors ("Potentially Responsible Parties") for purposes of facilitating collection, settlement or litigation of claims against such parties;

(5) To other Agency contractors who, for purposes of performing the work required under their respective contracts, require access to information that the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the CWA (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); CERCLA (42 U.S.C. 9601 et seq.); or the OPA (33 U.S.C. 2701 et seq.)

(6) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(7) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(8) To the Speaker of the House, President of the Senate, or Chairman of a Congressional Committee or Subcommittee;

(9) To entities such as the General Accounting Office, boards of contract appeals, and the courts in the resolution of solicitation or contract protests and disputes;

(10) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions, for the Agency; and

(11) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, CBI shall only be released under subparagraphs (1), (2), (3), (4), (5), (6), (7), or (10) pursuant to a confidentiality agreement.

(d) With respect to EPA contractors, EPAAR 1552.235-71 will be used as the confidentiality agreement. With respect to contractors for other federal agencies, EPA will expect these agencies to enter into similar confidentiality agreements with their contractors. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA, the CWA, or the OPA. Such entities include, but are not limited to, accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.18 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, task order, work assignment or technical direction document as appropriate. A Task Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her task order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the task order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, task order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, task order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, task order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.19 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

To be inserted at contract award

The personnel listed above and any future contractor or subcontractor

personnel shall not be authorized to perform as Response Managers under this contract, unless: 1) the Contractor submits to the Contracting Officer in advance the Contractor's Designation of the Individual(s) as an employee, **or** (an) Agents(s) of and for the Contractor; and, 2) the Contracting Officer approves such designation in writing. By the Contractor's designation of the Agent(s), the Contractor therefore authorized the Agent(s) to execute work issued in Delivery Orders (written or verbal) for the Contractor, to act on behalf of the contractor, to commit and obligate funds for the Contractor, and to perform the required effort on site. When such designation involves any subcontractor or agent, such designation shall not create privity of contract or any other relationship between the Government and the subcontractor/agent, and shall be solely for the purpose of receiving and executing contracting officer directions. Prime contractor designation of a subcontractor/agent shall be the exception only, not the routine practice for performing under the contract. Nothing in this clause relieves the prime contractor from the requirement to have a presence at all sites or from any other contractual obligations. The agent designation described herein shall apply only on sites where prime contractor presence is either impossible or impractical.

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in

accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.20 PUBLICITY (EPAAR 1552.237-74) (APR 1984)

(a) The Contractor agrees to notify and obtain the verbal approval of the on-scene coordinator (or Project Officer) prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media.

H.21 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.22 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name,

function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.23 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained by the Contractor and/or any subcontractors during contract performance shall be considered confidential and shall not be disclosed to anyone other than EPA employees or to the Department of Justice without the prior written approval of the FOSC and CO. Nor shall any such data be used for any other purpose except in connection with this contract. Any such data generated or obtained during contract performance shall be delivered to the Government at the request of the FOSC and CO.

H.24 ACCESS RIGHT AND ACCESS AGREEMENTS

The Government, with assistance and cooperation from the Contractor, shall obtain access rights and access agreements as necessary to fulfill the requirements of the contract.

H.25 HEALTH AND SAFETY

(a) The nature of the work to be performed under this contract is inherently hazardous. The Contractor is responsible for the safety of its employees and subcontractor employees on-site. The Contractor shall submit a Health and Safety Program Plan in accordance with the requirements of Attachment 1, Statement of Work, and the Section L clause entitled, MINIMUM STANDARDS FOR HEALTH AND SAFETY PROGRAM PLANS. However, the FOSC has the authority to review and establish the minimum standards of safety for all individuals on-site at any time. The Contractor shall ensure that all personnel working at the site are in compliance with EPA, OSHA, state and minimum standards as specified by the FOSC.

(b) The required level of protection for each site will be specified by the FOSC. The FOSC's determination of the required level of protection at all

times shall not be subject to the "Disputes" clause of this contract. Rather, if the Contractor has a dispute with respect to health and safety, which cannot be resolved between the FOSC and the Contractor's Health and Safety representative, the matter will be referred to the Regional Health and Safety Officer and to the Contractor's corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, New Jersey, for consultation with EPA's Headquarters Occupational Health and Safety Director for final determination. Notwithstanding this dispute resolution process, the Contractor may not delay implementation of an FOSC directive pertaining to health and safety.

(c) When a specific site safety plan is required as part of a task order to be developed by the Contractor, such plan shall include the required level of protection specified by the FOSC. The site specific safety plan shall be submitted to the FOSC for review and approval prior to commencing work. Upon receipt of the FOSC's approval, the Contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been requested by the FOSC. If a site safety plan is provided by the Government, the Contractor agrees to follow such plan unless objections are made known to the FOSC within twenty-four (24) hours (or less if specified by the task order) of its submission to the Contractor. In any event, commencement of cleanup services without notification to the FOSC of any objections will be deemed to constitute acceptance of the safety plan.

(d) Notwithstanding the EPA's aforementioned rights to direct contractor compliance with certain health and safety standards, levels and plans, the Contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However, the extra costs associated with these more stringent requirements shall not be borne by the EPA.

H.26 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA)

The award of this contract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the Contractor, for liability under any provisions of CERCLA. Furthermore, if the Contractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under this contract.

The disclosure of any potential conflicts of interests as required in Section H clause entitled, ORGANIZATIONAL CONFLICT OF INTEREST, of this contract shall not be construed or interpreted as an admission by the Contractor of any liability under CERCLA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the Contractor of any defenses it may have or may wish to assert in any action by the Government under CERCLA.

H.27 USE OF ERRS COMPANY-OWNED LABORATORIES

The EPA considers it a conflict of interest for the Contractor to use its own laboratories for analysis and requires analysis to be subcontracted. However, under emergency response conditions, there may be instances where real time analytical support services from the ERRS contractor-owned laboratories is necessary and the only option available to the Contractor and the FOSC. In these instances, real time analysis of unstable hazardous waste materials to provide the FOSCs with the necessary information to protect the public health, environment, and site personnel may be provided. The Contractor shall notify the CO, in writing, within 24 hours or the first business day thereafter, when these situations arise.

H.28 REQUIRED SUBCONTRACTING OF TRANSPORTATION AND DISPOSAL OF OIL AND HAZARDOUS SUBSTANCES

(a) The Contractor is required to subcontract all transportation of oil, petroleum and hazardous substances removed from the site of the cleanup to an appropriate disposal facility and to subcontract the storage and ultimate disposal of the materials. If the prime Contractor also has transportation equipment and disposal facilities within the same company, such equipment and facilities will not be eligible for use under this provision. This requirement may not be waived except by prior written approval of the CO or as described in (c) below. The above restrictions do not preclude these facilities from being utilized under other Superfund contracts.

(b) Competition shall be obtained to the maximum practicable extent. The ultimate methods selected for transportation and disposal are subject to the verbal consent of the FOSC. The Contractor shall be required to obtain at least three (3) cost estimates for transportation of hazardous waste materials to an ultimate disposal facility. Cost estimates are to be obtained in order to ensure that cost effectiveness and expediency are considered.

(c) The Contractor may be allowed to perform transportation when the estimated amount of the transportation cost is under \$25,000.00 and the CO has given prior approval that the situation of the site clearly demonstrates that it is in the Government's best interest from a timing, cost or other basis to allow the Contractor to provide transportation and the rates to be utilized are acceptable to the CO and the FOSC.

H.29 TASK ORDERS

(a) Delivery or performance of the cleanup services of this contract shall be made only as authorized by task orders issued in accordance with Section G clause entitled ORDERING -- BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984).

(b) The Government is obligated to make payment only for work actually completed regardless of any estimates of prospective quantities.

(c) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for this or similar services.

(d) Cleanup efforts will only be ordered through the issuance of individual task orders. All task orders issued will be for the services specified in each task orders, and will be in accordance with the fixed rates

specified elsewhere in this contract.

(e) The Ordering Officer may issue a verbal order, to be followed up in writing within ten (10) working days of verbal notification with a confirming written task order.

(f) The FOSC named in the task order will be responsible for the technical administration of the task order placed hereunder. The FOSC and/or the Ordering Officers do not have the authority to modify or change any terms and conditions of this contract. Any request for deviation from the terms and conditions of this contract or any task order issued hereunder must be submitted to the CO for contractual action.

(g) A separate OF-347 or other Agency prescribed form will be issued for each task order. Each task order will include:

(1) Date of the order, contract number, task order number, time of order (if verbally issued), name of the FOSC responsible for providing technical direction at the site, accounting and appropriation data, ceiling amount of the order, required response time, and required completion date.

(2) Location of the site and the name of the RM assigned by the Contractor.

(3) The specific SOW related to the cleanup activity covered by the task order, any reports required, SCA/DBA applicability, and any other special technical requirements, instructions or clearances.

(h) The Contractor shall acknowledge receipt of each order in writing within one (1) week after its issuance date. Such acknowledgment shall be submitted to the CO responsible for administration of this contract.

(i) Upon receipt of the order, if the Contractor considers the specified completion date to be unreasonable or unrealistic for the required effort, the Contractor shall immediately notify the CO within five (5) days or one-half ($\frac{1}{2}$) of the time specified for performance of the order, whichever is less, stating why the completion date is considered unrealistic.

(j) The ceiling amount for each task order will be the ceiling price stated therein, and constitute the maximum amount for which the Government will be liable. The Contractor shall not make expenditures or incur obligations in the performance of the order which exceeds the specified ceiling amount except at the Contractor's own risk. Any increase to the ceiling amount will be authorized in a written modification to the task order and will be a unilateral action by the Government.

(k) The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs (including fixed rate items and items reimbursed at cost) that the Contractor expects to incur under a task order in the next 30 calendar days, when added to all costs previously incurred under the task order, will exceed 85 percent of the ceiling amount specified in the task order (for the purposes of this clause, the term "ceiling amount" shall include the ceiling amount of the task order inclusive of all modifications to the task order ceiling amount).

(l) Except as required by the other provisions of this contract which

specifically cite and state that they are exceptions to this clause:

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the ceiling amount specified in the task order; and

(2) The Contractor is not obligated to continue performance under a task order (including actions under the Termination clause of this contract) or otherwise incur costs in excess of a task order ceiling amount, until the CO notifies the Contractor, verbally and/or in writing, that the task order ceiling amount has been increased.

(m) No notice, communication, or representation in any form other than that specified in subparagraph (b)(2) above, or from any person other than the CO, shall affect a task order ceiling amount. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the task order ceiling amount, whether those excess costs were incurred during the course of the task order or as a result of termination.

(n) Change orders and modifications shall not be considered an authorization to exceed the task order ceiling amount unless they contain a statement increasing the task order ceiling amount. If the ceiling amount of the task order is increased, any costs the Contractor incurs shall be allowable, unless the CO issues a termination or other notice directing that the task order ceiling increase is solely to cover termination or other specified expenses.

(o) A Standard Form 30 will be used to modify all task orders and will be signed by the CO and, when applicable, the Contractor.

H.30 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

(a) Within 20 days of receipt of the task order, the Contractor shall provide a conflict of interest certification. Where task orders are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first task order issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

(b) Before submitting the conflict of interest certification, the Contractor shall initially search through all of its available records to identify any actual or potential conflicts of interest. During the first three years of this contract, the Contractor shall search through all records created since the beginning of the contract plus the records of the Contractor prior to the award of the contract until a minimum of three years of records are accumulated. Once three years of records have accumulated, prior to certifying, the Contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the task order. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must

certify that its personnel who perform work under this task order have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this task order or other work related to this site.

H.31 CLOSEOUT OF TASK ORDERS

(a) Within six (6) months after finalization of transportation and disposal costs or the completion of site work, whichever occurs last, the Contractor shall submit a written summary of all costs claimed to the Contracting Officer. Finalization of transportation and disposal costs is defined as the completion of disposal, not to exceed 120 days after completion of site work, unless otherwise approved by the FOSC. Completion of site work is defined as final demobilization of the site and completion of the Final Site Report or when the final subcontractor's invoice is received by the Contractor, whichever is later. This summary shall contain the following information:

(1) Labor categories, total hours for each labor category, and total amounts claimed.

(2) Equipment categories, total daily usage for each equipment item, and total amounts claimed.

(3) List of materials used on site, total costs, and total material handling charge costs, if applicable.

(4) List of all other direct costs incurred and dollar value and the total cost for all other direct costs.

(5) List of all subcontracts and dollar value and the total cost for all subcontracts.

The information provided should be in sufficient detail to permit the CO a complete understanding of all costs claimed. After receipt of this summary, the CO will negotiate the task order closeout with the Contractor as soon as possible.

(b) Upon completion of the negotiations, the CO will issue a written Notice of Closeout of Task Order on Standard Form (SF) 30, adjusting the labor hours by category, equipment usage by category, materials/other direct costs/subcontracts, the material handling charge, if applicable, and the total cost of the task order. The Contractor shall sign and return this notice within thirty (30) calendar days of receipt. If a negotiated agreement cannot be reached, the CO will determine the final total cost of the task order. This determination shall be final unless appealed. Any appeal submitted in response to this determination shall be processed in accordance with the provisions of the "DISPUTES" clause of this contract.

H.32 DATA

(a) The Contractor hereby agrees to deliver to the Government within sixty (60) days after the completion of the contract period of performance the following documents:

(1) All originals and copies and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated Confidential Business Information, pursuant to Section H clause, TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984).

(2) All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or businesses, such as a trade association, pursuant to Section H clause, SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984).

(3) All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the Section I clause entitled RIGHTS IN DATA-GENERAL (FAR 52.227-14) (JUN 1987), which is pertinent to support the Emergency Response Program and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is pertinent, the PO will make the final determination. This determination shall not be subject to the terms of the Section I clause entitled DISPUTES (FAR 52.233-1) (OCT 1995).

(4) Copies of all other types of additional data, including, but not limited to, reference materials, source lists, field notes, log books chemical data, maps and photographs pursuant to the Section I clause entitled ADDITIONAL DATA REQUIREMENTS (FAR 52.227-16) (JUN 1987).

(b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the Section I clause entitled ADDITIONAL DATA REQUIREMENTS (FAR 52.227-16) (JUN 1987), the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling and shipping the data requested.

(c) The Contractor shall not be required to turn over or provide to the Government any of the following:

(1) Contractual agreements for supplies or services. (This exclusion does not apply however, to data resulting from such services.)

(2) Contractor and personnel performance ratings and evaluations.

(3) Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under conditions restricting the Contractor's right to such data.

(d) Upon receipt of all data provided to the Government by the Contractor under paragraph (a) above, the Government will acknowledge in writing to the Contractor the receipt of all confidential or other data.

H.33 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

(a) This contract contains the Federal Acquisition Regulation (FAR) Clause 52.215-2, AUDIT AND RECORDS--NEGOTIATION (AUG 1996), wherein the Contractor shall maintain and the Contracting Officer, or an authorized

representative of the CO, shall have the right to examine and audit all records (includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whatever such items are in written form, in the form of computer data, or in any other form) and other evidence sufficient to reflect properly all costs claimed to have incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(b) The Contractor is advised that the Government may file suit against potentially responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available to the Government and only to the Government the records described in paragraphs (a) and (b) above and in the Audit Clause for a period of 10 years after final payment under the contract. (See FAR 4-703(b)(1)).

(d) In addition, the Contractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e. cost recovery) until such appeals, litigation or claims are disposed of.

(e) The Contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the CO or (2) ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained. In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) From time to time the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required during contract performance, a negotiated supplemental agreement will be issued under the contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be initiated with the Contractor.

(g) The final invoice (a completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

(h) In addition, this contract contains the clause, WORKING FILES in (Section F), wherein the Contractor is required to maintain accurate working files (by task order or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The statement regarding submission of working files upon the Contracting Officer's request is hereby clarified to require submission of these files to the Project Officer within nine months of completion of site work.

H.34 REMOVAL COST MANAGEMENT SOFTWARE SYSTEM

(a) The Removal Cost Management System (RCMS) is a nationally consistent PC-based software package that generates cost data/receiving reports for EPA's removal sites. The government will provide the contractor with RCMS software. The computerized RCMS has been developed to meet the specific needs of Superfund field personnel. The system uses commercial software packages and customized programs to provide a number of computer tools for use at CERCLA removal sites. Commercial software packages provide the user with word processing, data base management and data communications capabilities. In addition, customized programs have been written to provide the user with the following major features:

- (1) On-site tracking and accounting of costs incurred at a removal action.
- (2) Cost projection for pre-funding and ongoing cost estimates.
- (3) Word processing templates for POLREPS and daily work orders.
- (4) Data communications aids to send messages by E-Mail, and access data bases such as OHM/TADS.
- (5) Automatic generation of comprehensive project archive, containing all the project's fiscal details on magnetic media.
- (6) Flexible system design to accommodate future enhancements and modifications.

(b) Computer skills are not necessary to use the system. The RCMS has been designed to be user friendly and employs an easy-to-follow system of menus to guide the user through data entry, data editing, printing and back-up routines. An immediate advantage of this system is its usefulness for on-scene cost management. It can assist on-scene personnel with the preparation of required cost management documents (e.g., 1900-55 and related forms). Data bases within the software contain all the rates for ERRS personnel and equipment, and the software automatically calculates regular and overtime rates for ERRS personnel as well as calculating equipment charges. To run cost tracking, a rates disk is required. Rates disks are contract specific and contain all personnel and equipment rates in the contract. Rates disks will be furnished by EPA.

(c) The use of EPA's Removal Cost Management Software (RCMS) is mandatory to prepare and submit EPA Form 1900-55, Daily Cost Tracking Reports, during performance under this contract. This software shall not be used in the preparation of the Contractor's invoices.

(d) While the minimum hardware requirements for the RCMS are:

- (1) IBM PC running Windows 95/98 or higher;
- (2) Pentium Processor
- (3) 50 MB free disk space
- (4) 32 MB RAM
- (5) Printer

the Contractor shall provide the hardware specified in the Section C clause entitled "Special Equipment". NOTE: To load the RCMS program, the contractor must have a CD drive or internet access to download it from <http://www.ertsupport.org/downloads>.

(e) The minimum software requirements to use the system is MS-DOS, Version 5.0 or higher.

(f) Initial contractor training on the use of RCMS will be provided by EPA, if required. EPA will also provide contractor training when there are updates/revisions in the RCMS program. This training shall not exceed eight (8) hours per person. Costs for additional training in excess of eight (8) hours per person will not be an allowable direct charge to this contract (i.e., labor, other direct costs, etc.). It will be the contractor's responsibility to provide subsequent training for new hires.

(g) Current archive disks covering the invoice period must be submitted to the CO/FOSC with the invoice.

(h) The final archive disk(s) shall be forwarded to the Contracting Officer within 30 days of completion of work at the site.

(i) For all contracts requiring the use of RCMS and to which the Davis Bacon Act applies, the actual DBA wage rate schedules shall be input into RCMS. The Contractor shall supply the FOSC with the applicable DBA rates on a diskette (either 3-1/2" or as specified by the FOSC) with applicable DBA rates using spreadsheet software, preferably Lotus 1-2-3, Release 5.0 or less.

H.35 REGIONAL CROSSOVER

The Contractor agrees to accept orders for services within any other EPA Zone or Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amount specified in Section B clause entitled, MINIMUM AND MAXIMUM AMOUNTS. If services in another Zone or Region are ordered by the Government, the required response time and other terms and conditions for the cleanup action shall be mutually agreed upon by the Contractor's representative and the Contracting Officer at the time of placement of the task order.

H.36 PUBLIC COMMUNICATION

(a) The Contractor shall not represent itself as the EPA to outside parties. To maintain public trust and to avoid misleading the public, the Contractor shall, when communicating with outside parties, explain that it is an Agency Contractor.

(b) When performing work on or for EPA sites, Contractor personnel must be easily identifiable to the public as an EPA Contractor through the use of badges, corporate logos, or other distinguishable credentials.

H.37 DAVIS-BACON ACT (DBA) AND SERVICE CONTRACT ACT (SCA) APPLICATION BY TASK ORDER

(a) Each task order issued under this contract will be subject to either DBA or SCA prevailing wage rates or both as determined by the Secretary of Labor. The contractor shall segregate by task order those portions of the effort specifically related to DBA or SCA and determine wage rates by labor category classification accordingly. The FOSC together with the Contractor will be responsible for ensuring compliance with the appropriate wage determination. Should there be a question or dispute relating to what segment of the work falls within DBA versus SCA wage classifications, the CO will make the final determination.

(b) Upon issuance of each task order, there will be a period of assessment during which the CO, PO, and the Contractor will evaluate the planned site work and determine, to the maximum extent possible, whether or not there is substantial and segregable construction to which DBA applies. The CO is responsible for making the final determination of DBA applicability.

H.38 SCHEDULE FOR DBA WAGE DETERMINATION

In compliance with DBA regulations, the CO has designated the use of "Residential, Building, Heavy and/or Highway Wage Determination Schedules" as the appropriate construction type schedules for use when applying DBA wages to labor classifications/categories under this contract. Any deviations from the use of this schedule or need for the issuance of an additional classification/category shall require prior CO approval in accordance with the Section I clause entitled DAVIS-BACON ACT (FAR 52.222-6) (FEB 1995) including applicable wage determinations for Regional or Zone crossover work.

H.39 DBA WAGE DETERMINATION FOR SUBCONTRACTS

When developing solicitations for construction subcontracts exceeding \$2,000, the Contractor shall identify and insert the applicable DBA Wage Determination from the "General Wage Determinations Issued Under Davis Bacon and Related Acts" from the DBA Wage Determinations provided by the EPA at the time the task order is issued (or, if applicable, when an option is exercised). In instances where a published wage determination does not exist that is applicable to the work being performed, a project wage determination will have to be requested from the Department of Labor. The prime contractor shall provide the EPA CO with sufficient notice for him to request a project wage determination from the Department of Labor. (Reference Federal Acquisition Regulation Subpart 22.404-3.) The Contractor should forward a Standard Form (SF) 308, "Request for Determination and Response to Request" with the classifications of labor identified.

H.40 PERFORMANCE BONDS

The Miller Act applies to substantial and segregable construction exceeding \$100,000.00 under this contract. The Contractor shall furnish performance bonds with the United States named as the obligee in amounts to be specified by the CO. Bonds shall be provided by the prime contractor at the task order level. With the consent of the CO, the performance bond may be provided by the subcontractor. In all cases, the CO may determine that the dollar amount of the Miller Act performance bond shall be "zero".

H.41 PAYMENT BONDS

(a) The Miller Act applies to substantial and segregable construction exceeding \$100,000.00 under this contract. The Contractor shall furnish payment bonds at the task order level with the United States named as the obligee in amounts to be specified by the CO. The prime Contractor may not fulfill the payment bond requirement by requiring the subcontractor to provide the bond.

(b) The penal sum of the payment bond shall equal:

(1) fifty (50) percent of the amount of the substantial and segregable construction activity if the construction activity is not more than \$1 million;

(2) forty (40) percent of the amount of the substantial and segregable construction activity if the construction activity is more than \$1 million; or

(3) \$2-1/2 million if the amount of the substantial and segregable construction activity is more than \$5 million.

H.42 CONTRACTOR PERFORMANCE MEETINGS

The Government will schedule mandatory annual meetings at the Region 5 office to discuss the Contractor's performance and contract management issues. The Government reserves the right to initiate intermittent performance/contract management meetings as situation warrant during performance of the contract. These meetings shall be coordinated by the Project Officer. The Contractor shall be required to attend.

H.43 ANNUAL INCURRED COST SUMMARY FOR MATERIALS/OTHER DIRECT COSTS/SUBCONTRACTS

(a) For the purposes of this clause, the Contractor's fiscal year is To Be Determined through To Be Determined.

(b) Within 90 calendar days after the end of the Contractor's fiscal year, the Contractor shall submit to the Contracting Officer a report summarizing claimed costs for materials, other direct costs, and subcontracts for each task order covered by the fiscal year being reported. This report shall be consistent with the incurred cost submission required under the Section I clause entitled ALLOWABLE COST AND PAYMENT (FAR 52.216-7) (APR 1998), and Section G clause, INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) (DEVIATION). The costs to be reported include the costs described in paragraph (b)(1) through (b)(4) of Section G clause, PAYMENTS -- FIXED RATE SERVICES CONTRACTS (EPAAR 1552.232-73) (APR 1984).

(c) Annual Incurred Cost Audits of the contractor's materials, other direct costs, subcontracts, and any applicable material handling charge will be conducted by the cognizant auditing agency upon receipt of the Contractor's fiscal year submission.

(d) The Contractor shall make timely submission of its fiscal year indirect cost rate proposals (i.e., ceiling rate) as required by paragraph (d) of FAR 52.216-7 so that these rates can be incorporated into the annual incurred cost submission.

(e) Upon completion of the audit review, the Contractor and the EPA CO will resolve audit and any other outstanding issues including any added amounts found by the CO to be unallowable. If for any reason an agreement cannot be reached, the CO will determine final costs using all relevant information available. This decision shall be final unless appealed. Any appeal submitted in response to this determination will be treated in accordance with the "Disputes" clause of this contract.

(f) Task Orders that cross fiscal years and remain active beyond the period reported on will be subject to an interim upward or downward adjustment until final work is completed and reported in subsequent periods. Task Orders completed and resolved during this process will have their funding levels adjusted accordingly.

H.44 ELECTRONIC SIGNATURES (EP-S 00-01) (SEP 2000)

As authorized by the current [EPA Procurement Policy Notice on Electronic Signatures](#) the Government and Contractor agree to accept each other's electronic signature on documents transmitted electronically under this contract. All electronically signed documents must be reproducible in a human-intelligible form and clearly indicate: (1) that the document was electronically signed, (2) who signed the document, (3) the title of the electronic signer, and (4) the date and time it was signed. The parties shall not deny the legal effect, validity, or enforceability of the records containing electronic signatures they transmit and receive on the ground that such records, including the signature(s), are in electronic form.

The receipt date and time of any record shall be the date and time the record is received at the EPA external Lotus Notes Gateway. In the event either party experiences a major system failure which renders the ability to transmit electronic signatures inoperable for more than one business day, the party experiencing the system failure must promptly notify the other party by telephone or by facsimile. While the system is inoperable, the parties may exchange records by facsimile transmissions, with signed originals and copies sent by surface mail or delivered by hand.

The following types of documents shall be issued as signed, paper originals only. [*List types of documents, or insert "None."*]

_____task orders, contract modifications_____

At the request of either party, the other party shall provide a duplicate paper original, with a handwritten signature, of the following types of documents. [*List types of documents, or insert "None."*]

_____task orders, contract modifications_____

Each party agrees that it will promptly notify the other party of any unauthorized access to, or loss or destruction of electronic records sent or received. Depending on the seriousness of the lapse in computer system security, the contracting officer may modify or suspend the contractor's authorization to use electronic signatures.

H.45 DRUG-FREE WORKFORCE

(a) Definitions. As used in this clause, the terms "controlled substance", "employee", and "directly engaged" are as defined in FAR 23.503.

(b)(1) In addition to the requirements of FAR Subpart 23.5 entitled "Drug-Free Workplace", the Contractor shall test employees for the use of marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), and any other controlled substances as directed by the Contracting Officer. With respect to those employees who have been previously tested for the specified controlled substances, only those employees who have been tested within 90 calendar days prior to being directly engaged in the clean-up and/or related activities and whose test results were negative for the presence of the specified controlled substances shall be permitted to be directly engaged in the clean-up and/or related activities..

(2) Upon execution of this modification, the Contractor is to begin testing employees who are currently directly engaged in performance of clean-up and/or related activities and results are to be received by the Contractor within seven calendar days of the test. Employees who refuse to take the test will be prohibited from performing any clean-up and/or related activities under this contract. Employees who take and fail the test will be prohibited from performing any clean-up and/or related activities under the contract.

Employees to be assigned in the future to perform clean-up and/or related activities must test negative for the presence of the specified controlled substances prior to being assigned by the Contractor to perform such work.

(3) The Contractor's testing program shall conform to the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" published by the Department of Health and Human Services (59 FR 29908, June 9, 1994) and the procedures in 49 CFR Part 40, "Procedures for Transportation Drug Testing Programs." References to "DOT" shall be read as "EPA" and the split sample method of collection shall be used. The Contractor's program shall prohibit any employee from working on the site or perform any clean-up or related activity if the employee is determined under the Contractor's program to have used, in violation of applicable law or Federal regulation, alcohol or a controlled substance.

(4) The use of a controlled substance in accordance with the

terms of a valid prescription or other uses authorized by law shall not be subject to the requirements of this clause.

(c) The Contractor shall ensure that no employee directly engaged in clean-up and/or related activities is intoxicated or impaired.

(d) The Contractor shall insert a clause substantially the same as this clause, including this paragraph (d), in all subcontracts in which work is to be performed at or related to the **(insert name of site)**.

H.46 SECURITY REQUIREMENTS (02-01) (JAN 02)

(a) Definitions: For purposes of this clause, on-site refers to any federally-owned or leased space and any commercial space primarily occupied by federal workers. It also includes EPA designated superfund sites regardless of whether or not they are federally-owned or leased.

(b) Contractor employees working under this contract who will perform work on-site shall be subject to security screening requirements. Contractors are responsible for performing the background checks and for screening unacceptable candidates from the pool of on-site workers. Contractors are required to maintain records of background checks and to make them available for Government review upon demand.

(c) The Contractor is responsible for completing a background check on each of his employees prior to the employees beginning work on-site. To be valid, a background check must have been performed within the 6 month period prior to the employee beginning on-site work. At a minimum, the background check will include:

1. National criminal and civil records;
2. Credit report;
3. Social security number trace;
4. Verification of US citizenship or legal resident status;
5. Written inquiries to appropriate local law-enforcement agencies, former employers and supervisors, references, and schools attended by the person under investigation; and
6. Professional license and certification verification.

(d) EPA may designate certain contractor employees who will be subject to higher levels of scrutiny. In those instances, the employee and the parameters of the investigation will be specified in this clause.

(e) Whenever a contractor becomes aware that the retention of an

employee for work at an on-site location under an EPA contract is inconsistent with the interests of national security, such information shall be immediately provided to the Contracting Officer, and the employee shall be immediately removed from the site and replaced with a qualified substitute.

(f) The Contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

H.47 ADDITIONAL CONTRACT CLAUSES INCORPORATED BY REFERENCE

Although this is a service contract, there may be instances where the Contractor shall obtain and/or provide construction-type, dismantling, demolition, or removal of improvements, services in order to complete site specific clean-up work. In those instances, the task orders will be subject to the following Federal Acquisition Regulation (FAR) clauses which are hereby incorporated into the contract by reference.

NUMBER	DATE	TITLE
52.236-5	APR 1984	MATERIAL AND WORKMANSHIP
52.236-6	APR 1984	SUPERINTENDENCE BY THE CONTRACTOR
52.236-7	NOV 1991	PERMITS AND RESPONSIBILITIES
52.236-8	APR 1984	OTHER CONTRACTS
52.236-9	APR 1984	PROTECTION OF EXISTING VEGETATION, STRUCTURE, EQUIPMENT, UTILITIES, AND IMPROVEMENTS
52.236-10	APR 1984	OPERATIONS AND STORAGE AREAS
52.236-11	APR 1984	USE AND POSSESSION PRIOR TO COMPLETION
52.236-12	APR 1984	CLEANING UP
52.236-13	NOV 1991	ACCIDENT PREVENTION
52.236-13	NOV 1991	ACCIDENT PREVENTION - ALTERNATE I
52.236-18	APR 1984	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS
52.236-19	APR 1984	ORGANIZATION AND DIRECTION OF THE WORK

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	MAY 2001	DEFINITIONS-ALTERNATE I
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS-NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT

52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	DEC 1998	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.216-7	MAR 2000	ALLOWABLE COST AND PAYMENT
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET ASIDE
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS OF SUBCONTRACTING
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT OF OVERTIME PREMIUMS
52.222-3	AUG 1996	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1969, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA-ALTERNATE I (JUL 1995)
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT-TO- KNOW INFORMATION
52.223-6	MAY 2001	DRUG FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-1	FEB 2000	BUY AMERICAN ACT -- BALANCE OF PAYMENTS PROGRAM -- SUPPLIES (FEB 2000)
52.225-5	APR 2000	TRADE AGREEMENTS
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN

		PURCHASES
52.226-1	JUN 2000	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA-GENERAL ALTERNATE V (JUN 1987)
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL)
52.232-7	MAR 2000	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
52.232-7	MAR 2000	PAYMENTS UNDER TIME-AND MATERIALS AND LABOR-HOUR CONTRACTS ALTERNATE I (MAR 2000)
52.232-9	APR 1984	LIMITATION ON WITHHOLDING PAYMENTS
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	MAY 2001	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER- OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR HOURS
52.244-2	AUG 1998	SUBCONTRACTS ALTERNATE II (AUG 1998) DEVIATION
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST- REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR HOUR CONTRACTS)
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The

Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after ninety (90) days beyond the expiration date of the contract.

I.5 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage- Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____

I.6 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting

requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

I.7 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)

(a) *Definitions.* As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the ACO listed in the Section G clause entitled, CONTRACT ADMINISTRATION REPRESENTATIVES.

I.8 BUY AMERICAN ACT -- BALANCE OF PAYMENTS PROGRAM -- CONSTRUCTION MATERIALS (FAR 52.225-9) (FEB 2000)

(a) *Definitions.* As used in this clause--

"Component" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) *Domestic preference.* (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b) (2) and (b) (3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b) (2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the

construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However,

when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

<u>Construction Material</u> <u>Description</u>	<u>Unit of</u> <u>Measure</u>	<u>Quantity</u>	<u>Price</u> <u>(Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material	-----	-----	-----
Domestic construction material	-----	-----	-----
<i>Item 2:</i>			
Foreign construction material	-----	-----	-----
Domestic construction material	-----	-----	-----

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
[Include other applicable supporting information.]
*[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

I.9 NOTICE OF BUY AMERICAN ACT -- BALANCE OF PAYMENTS PROGRAM REQUIREMENT- CONSTRUCTION MATERIALS (FAR 52.225-10) (FEB 2000)

(a) *Definitions.* "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination

before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

I.10 AVAILABILITY OF FUNDS (FAR 52.232-18) (APR 1984)

Funds are not presently available for this contract. The

Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.11 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2001)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.12 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other

supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement;
and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

I.13 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www.epa.gov/oam/ptod/epaar.pdf>

I.14 ALTERATIONS IN CONTRACT (FAR 52.252-4) (APR 1984) DEVIATION

Portions of this contract are altered as follows: N/A

I.15 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

I.16 ADDITIONAL CONTRACT CLAUSES INCORPORATED BY REFERENCE

Although this is a service contract, there may be instances where the Contractor shall obtain and/or provide construction-type services in order to complete site specific clean-up work. In those instances, the task orders will be subject to the following Federal Acquisition Regulation (FAR) clauses which are hereby incorporated into the contract by reference.

<u>FAR NUMBER</u>	<u>DATE</u>	<u>CLAUSE TITLE</u>
52.222-6	FEB 1995	DAVIS-BACON ACT
52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	FEB 1988	PAYROLLS AND BASIC RECORDS
52.222-9	FEB 1988	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	FEB 1988	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	FEB 1988	CONTRACT TERMINATION-DEBARMENT
52.222-13	FEB 1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY
52.222-16	FEB 1988	APPROVAL OF WAGE RATES
52.222-27	FEB 1999	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
52.228-2	OCT 1997	ADDITIONAL BOND SECURITY

52.228-7	MAR 1996	INSURANCE-LIABILITY TO THIRD PERSONS
52.228-11	FEB 1992	PLEDGES OF ASSETS
52.228-12	OCT 1995	PROSPECTIVE SUBCONTRACTOR REQUEST FOR BONDS
52.228-14	DEC 1999	IRREVOCABLE LETTER OF CREDIT
52.228-15	JUL 2000	PERFORMANCE AND PAYMENT BONDS-- CONSTRUCTION

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**ATTACHMENT
NO.

TITLE

1. Statement of Work
2. A. EPA Requirements for Quality Management Plans
(EPA QA/R-2)
B. EPA Requirements for Quality Assurance Project
Plans for Environmental Data Operations
(EPA QA/R-5)

C. Guidance on Quality Assurance Project Plans
(QA-G5), dated February 1998
D. Instructions on the preparation of a Superfund
Division Quality Assurance Project Plan
3. EPA Form 1900-55, Contractor's Daily Cost Report
4. Invoice Preparation Instructions
5. Site Specific Invoicing Requirements
6. Service Contract Act Wage Determinations
7. Client Authorization Letter
8. Past Performance Questionnaire

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)*(a) Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[] Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; **[This language stayed indefinitely. Please use paragraph (a)(1)(i)(D) below.]**

(C) Are ☐ are not ☐ presently indicted for, or

otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision. **[This language stayed indefinitely. Please use paragraph (a)(1)(i)(E) below.]**

(D) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) (A) **[This paragraph (a)(1)(ii) is stayed indefinitely.]** The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has * has not * within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE,

FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____

K.5 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 2001) ALTERNATE I (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS)

code for this acquisition is 562910 Remediation Services.

(2) The small business size standard is (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or

women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.7 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports;

and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.9 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications

K.10 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA - DESIGNATED PRODUCTS ALTERNATE I (FAR 52.223-9) (AUG 2000)

a) Definitions. As used in this clause-

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

Certification

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

**K.11 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR
52.223-13) (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the

United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.12 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(FAR 52.225-2) (FEB 2000)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic and products.

(b) Foreign End Products:

Line Item No.	Country of Origin
-----	-----
-----	-----
-----	-----

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

K.13 TRADE AGREEMENTS CERTIFICATE (FAR 52.225-6) (FEB 2000)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

LINE ITEM NO	COUNTRY OF ORIGIN
-----	-----
-----	-----
-----	-----

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act,

the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

K.14 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (FAR 52.226-2) (MAY 2001)

(a) Definitions. As used in this provision--historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the higher Education Act of 1965 (20 U.S.C. 1135d-5(3) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The offeror represents that it--
__is __is not a Historically Black College or
University;
__is __is not a Minority Institution.

K.15 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.16 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with

Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.17 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

**K.18 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS
(EP-S 99-1) (FEB 1999) DEVIATION**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has[], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	JUN 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)NUMBER
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	MAY 2001	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.215-16	OCT 1997	FACILITIES CAPITAL COST OF MONEY

L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Time-and-Materials contract resulting from this solicitation.

**L.3 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
(FAR 52.222-46) (FEB 1993)**

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and

regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

L.4 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Lisa M. Smith

Hand-Carried Address:

U.S. EPA - Region 5
Acquisition Section, 10th Floor
Mailcode: MCC-10J
77 West Jackson Boulevard
Chicago, IL 60604

Mailing Address:

U.S. EPA - Region 5
Acquisition Section
Mailcode: MCC-10J
77 West Jackson Boulevard
Chicago, IL 60604

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.5 IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10)
(OCT 1997)**

(a) *Definitions.* As used in the provision--

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by $45 = \$17.78$).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evacuated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

L.6 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they

were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www.epa.gov/oam/ptod/epaar.pdf>

L.7 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

L.8 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.9 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-73) (AUG 1999)

Offerors or quoters are requested to provide information

regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA and to whom and where it was submitted or update all outdated information on file.

(a) Contractor's

Name:-----

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

(c) Telephone

Number:-----

(d) Individual(s) to contact regarding this
proposal:-----

(e) Cognizant Government:

Audit Agency:

Address:-----

Auditor:-----

(f) (1) Work Distribution for the Last Completed Fiscal
Accounting Period:

Sales:
Government cost-reimbursement type prime contracts and
subcontracts
\$ _____
Government fixed-price prime contracts and subcontracts ...
\$ _____
Commercial Sales.....
\$ _____
Total Sales.....
\$ _____

(2) Total Sales for first and second fiscal years
immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year.....
\$ _____
Total Sales for Second Preceding Fiscal Year.....
\$ _____

(g) Is company a separate rate entity or division?..

Yes _____
 No _____

If a division or subsidiary corporation, name parent company:

(h) Date Company
 Organized:-----

(i) Manpower:

Total
 Employees:-----

Direct:-----

Indirect:-----

Standard Work Week
 (Hours):-----

(j) Commercial
 Products:-----

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

Standard	Estimated/ actual cost
cost	

Estimating System:	
Job Order.....	-----

Process.....	-----

Accumulating System:	
Job Order.....	-----

Process.....	-----

Has your cost estimating system been approved by any Government **agency**?

Yes _____ No _____

If yes, give name, date or approval, and location of **agency**:

Has your cost accumulation system been approved by any
Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and address of **agency**:

(m) What is your fiscal year period? (Give month-to-month
dates):

What were the indirect cost rates for your last completed
fiscal year?

Basis of Indirect
allocation Fiscal year cost rate

Fringe Benefits.....
Overhead.....
G&A Expense.....
Other.....

(n) Have the proposed indirect cost rate(s) been evaluated and
accepted by any Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and location of the
Government **agency**:

Date of last preaward audit review by a Government **agency**:

If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.

(o) Cost estimating is performed by:

Accounting
Department-----

Contracting
Department-----

Other
(describe)-----

(p) Has system of control of Government property been approved by a Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and location of the Government **agency**:

(q) Purchasing System: FAR 44.302 requires EPA, where it is the cognizant Government **agency**, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$25 million (annual billings) during the next twelve months. The \$25 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government **agency**?

Yes _____ No _____

If yes, name and location of the Government **agency**:

Period of
Approval:-----

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$25 million threshold?

Yes _____ No _____

If you responded yes to the \$25 million threshold question, is EPA the cognizant **agency** for your organization based on the

preponderance of Government contract dollars?

Yes _____ No _____

If EPA is not your cognizant Government **agency**, provide the name and location of the cognizant **agency** _____

Are your purchasing policies and procedures written?

Yes _____ No _____

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes _____ No _____

(s) Additionally, offerors shall submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

L.10 PAST PERFORMANCE (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$100,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least five (5) contracts and subcontracts completed in the last three (3) years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).

(i) Program manager/project officer, telephone number, and E-mail address (if available).

(j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).

(k) List of subcontractors (if applicable).

(l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has

several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.11 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting

Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.12 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

L.13 USE OF DOUBLE-SIDED COPYING IN SUBMISSION OF PROPOSALS (EP 52.210-155) (JUL 1990)

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, offerors shall use double-sided copying to reproduce all bids or proposals in response to this solicitation.

L.14 PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of 9/30/02.

L.15 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than fourteen calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will

not reference the source of the questions.

**L.16 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT
FOR AUDIT (EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

**L.17 EVALUATION QUANTITIES--INDEFINITE DELIVERY CONTRACT (EP
52.216-205) (SEP 1984)**

To evaluate offer for award purposes, the Government will apply your proposed fixed-prices/rates to the estimated quantities included in the solicitation (and add other direct costs, if applicable). The total evaluated quantities (plus other direct costs) represent the maximum that may be ordered under a resulting contract. This estimate is not a representation by the Government that the estimated quantities will be required or ordered.

**L.18 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP
52.219-100) (FEB 1991)**

This new procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: Total

(b) 8(a) Program: Not Applicable

**L.19 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS
ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE
YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)**

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under

this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

L.20 CONFLICT OF INTEREST PLAN

(a) Offerors shall submit, along with their price proposal, an Organizational Conflict of Interest Plan which outlines the procedures in place to identify and report conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address, step by step, the checks and balances in place to detect and report potential or actual COI at the organizational and personal level as set forth in Section L clause, MINIMUM STANDARDS FOR CONTRACTORS' CONFLICT OF INTEREST PLANS. The minimum standards set forth the criteria which offerors' COI plans must meet in order to be acceptable to the Agency.

(b) The plan shall be evaluated in accordance with the criteria set forth in the Section M clause entitled, EVALUATION OF PLANS SUBMITTED IN ACCORDANCE WITH THE SECTION L PROVISION ENTITLED INSTRUCTIONS FOR THE SUBMISSION OF OFFERS AND OTHER INFORMATION.

L.21 MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS

(a) Corporate Structure

(1) The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors shall report changes in its corporate structure to the Agency throughout contract performance.

(2) Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions, relationships, and activities. This background information will be very useful to CO's when evaluating whether or not a contractor has a COI.

(b) **Searching and Identifying COI**. The COI Plan shall include a requirement describing when a COI search must be

performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

(c) **Data Base.** (1) The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval

system, however, the data base shall contain, at a minimum, the following information and capabilities:

(A) a list of the company's past and current (public and private) clients where the contractor has performed work;

(B) a description of the type(s) of work that was performed and any other pertinent information;

(C) a list of the past sites (when applicable) a contractor has worked;

(D) a list of site name(s) (when applicable) related to any work performed;

(E) the ability to search and retrieve the information in the data base;

(F) dollar value of work performed; and

(G) a list of work the company may be pursuing in the future.

(2) If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

(d) **Personal Certification.** At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or a Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a

certification rather than only those employees working under an EPA contract. The certification shall require, at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

(e) **Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO)/Task Order (TO) Notification and Certification.** If the contract contains the requirement for WAs, TDDs, or DOs/TOs, the COI Plan shall describe the company's process for meeting the Agency's notification requirement prior to beginning work and for submission of the company's WA/TDD/DO/TO certification within 20 days of the EPA work.

NOTE: WA/TDD/DO/TO certifications are NOT required if the contract contains an annual certification. Nevertheless, the contractor's COI Plan shall address the procedures to be followed for WA/TDD/DO/TO certifications.

(f) **Annual Certification.** The COI Plan shall describe the process the company uses for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO/TO certification requirement. Nevertheless, the contractor's COI Plan shall address the procedures to be followed for annual certification.

(g) **Notification and Documentation**

(1) The COI Plan shall clearly identify the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

(2) The COI Plan shall clearly identify the process that is followed when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

(h) **Training.** The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan or Government COI regulations. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

(i) **Subcontractor's and/or Joint Venture Partners COI Plans.** The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors and/or Joint Venture partners are complying with the COI provisions in their contracts. It is important that subcontractors and/or Joint Venture Partners identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

L.22 MINIMUM STANDARDS FOR CONFIDENTIAL BUSINESS INFORMATION PLANS

At a minimum, the offeror's Confidential Business Information (CBI) Plan shall address the following:

(a) The procedures for identifying and submitting sources of information that is collected from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction.

(b) The procedures for identifying and submitting sources of information that is collected from a State or local Government or Federal Agency.

(c) The procedures for collecting information directly from a business or from a source that represents a business or businesses, such as a trade association.

(d) The procedures for keeping all information collected from nonpublic sources confidential.

(e) The procedures for obtaining the written consent of the Contracting Officer, after obtaining a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information, to include ensuring that the Section H clauses entitled, SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984), and TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984) are included in all subcontracts requiring the subcontractor to collect information.

(f) Reference clause SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY, for additional guidance on subparagraphs (a) through (e) above.

(g) Its procedures for ensuring that CBI disclosed by the Agency in order to carry out work under this contract is (1) used only for the purposes of carrying out the work required by the contract, (2) not disclosed to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (3) returned to the PO or designee whenever the information is no longer required for performance of the work required by the contract, or upon completion of the contract.

(h) Its procedures for obtaining written agreements from each of its employees who will have access to the information before the employee is allowed access.

(i) Its procedures for ensuring that it does not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(j) Its procedures for obtaining the written consent of the Contracting Officer, after receiving a written determination from the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI to the subcontractor and for ensuring that Section H clause entitled TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION is included in any subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(k) Reference, TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION, for additional guidance on subparagraphs (g) through (j) above.

L.23 MINIMUM STANDARDS FOR HEALTH AND SAFETY PROGRAM PLANS

The written health and safety program plan shall be designed to identify, evaluate, and control health and safety hazards and provide for emergency response for hazardous waste operations. At a minimum, safety and health programs developed and implemented to meet other federal, state, and/or local regulations are considered acceptable in meeting this requirement if they are modified to address the following subjects for hazardous waste operations and emergency response.

- (a) An organizational structure.
- (b) A comprehensive workplan.
- (c) The safety and health training program.
- (d) The medical surveillance program.
- (e) Standard operating procedures for safety and health.
- (f) Any necessary interface between general program and site specific activities.

Offerors shall refer to OSHA regulations, Standard 1910.120, Hazardous Waste Operations and Emergency Response, Subpart H, Subpart Title: Hazardous Materials, for additional guidance on written health and safety program plans.

L.24 INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION

(a) **General.** The offeror shall submit an offer consisting of separate pricing and business proposals in strict accordance with these instructions. In addition, the offeror shall submit other written information and give an oral presentation in strict accordance with these instructions. When evaluating an offer, the Government will consider how well the offeror complied with these instructions to be an indication of the type of conduct the Government can expect during contract performance. Therefore, the

Government encourages the offeror to contact the Contract Specialist by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

(b) Pricing Proposal.

(1) The offeror shall submit a pricing proposal which will be evaluated as part of the Government's price analysis. The offeror shall submit an original and five (5) copies of the following information in three-ring binders which are identified by the solicitation number and the words "PRICING PROPOSAL."

(a) Standard Form 33, with Blocks 12 through 18 completed by the offeror;

(b) RFP Section B, Supplies or Services and Prices/Costs, with the offeror's proposed prices inserted in the appropriate blank spaces;

(c) Cost or Pricing Data or Information Other than Cost or Pricing Data which supports the offeror's proposed material handling charge or indirect rate (percentage), in accordance with the contractor's accounting system;

(d) Reserved;

(e) RFP Section K, Certifications, Representations, and Other Statements, completed by the offeror and each team subcontractor;

(f) Copies of Collective Bargaining Agreements, if applicable;

(g) A copy of the company's existing written payroll policy; and

(h) A copy of its accounting policy with respect to the accounting for overtime premiums, as well as an example of the overtime rate calculation; and

(i) A copy of its accounting policy with respect to the accounting for equipment items.

(2) The submission of these items to the Government will constitute the offeror's promise to comply with the terms and conditions of the RFP, which includes the Statement of Work, at the proposed prices.

(3) The Government warns the offeror that taking exception to any term or condition of the RFP (including submitting any alternate proposal that requires relaxation of a requirement) will make an offer unacceptable, and the offeror ineligible for award, unless the RFP expressly authorizes such an exception with regard to any term or condition. The Government will consider any exception to any term or condition of the RFP to

be a deficiency, as defined in FAR 15.301, Definitions.

(4) An offeror may eliminate any deficiency in its offer only through communications, as defined in FAR 15.306, Exchanges with offerors after receipt of proposals. The extent of such communications are explained in FAR 15.306(b)(1), (2), (3), and (4). However, the Government intends to award a contract without discussions, as authorized by FAR 15.306(a)(3). Therefore, any offeror planning to take exception to a term or condition of the RFP should consult with the Contracting Officer prior to submitting an offer, unless the RFP expressly authorizes such exception.

(5) Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors after establishment of the competitive range as prescribed in FAR 15.306(d). The Government, if necessary, may permit offerors to revise their offers as prescribed in FAR 15.307, Proposal revisions. The Government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.206, Amending the solicitation.

(c) **Business Proposal.**

(1) The offeror shall submit a Business Proposal - Plans consisting of the following items which will be evaluated by the Government as acceptable or unacceptable. The offeror shall submit an original and five (5) copies of the following information in three-ring binders which are identified by the solicitation number and the words "**BUSINESS PROPOSAL - PLANS.**"

(a) Confidential Business Information (CBI) Plan (reference Section L clause, MINIMUM STANDARDS FOR CONFIDENTIAL BUSINESS INFORMATION);

(b) Conflict of Interest Plan (reference Section L clause, MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS);

(c) Health and Safety Plan (reference Section L clause, MINIMUM STANDARDS FOR HEALTH AND SAFETY PROGRAM PLANS);

(d) Professional Employee Compensation Plan (reference the Section L provision entitled, EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES);

(e) Quality Management Plan and Quality Assurance Project Plan (reference Attachments 2A, EPA Requirements for Quality Management Plans (EPA QA/R-2), 2B, EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations (EPA QA/R-5), and 2C, Guidance on Quality Assurance Project Plans (QA/G5)).

NOTE: The EPA is requesting offerors to submit the "BUSINESS PROPOSAL - PLANS" THIRTY DAYS BEFORE THE DUE DATE FOR RECEIPT OF PROPOSALS.

(2) The offeror shall also submit a **Business Proposal - Technical** consisting of the following information which will be evaluated by the Government as acceptable or unacceptable. The offeror shall submit an original and five (5) copies of the following information in three-ring binders which are identified by the solicitation number and the words "BUSINESS PROPOSAL - TECHNICAL."

(a) Past Performance Information. The offeror shall submit past performance information in accordance with the Section L provision PAST PERFORMANCE (EP 52.215-105) (DEC 1995). The offeror shall complete the Past Performance Questionnaire (**Attachment 8**) for each reference and include it as part of this submission.

(b) Resumes and Letters of Intent for Key Personnel. The offeror shall submit Resumes and Letters of Intent for Key Personnel. The resumes and commitment letters for key personnel, to include Contract Coordination Designee, Transportation & Disposal (T&D) Coordinator(s), and Response Managers, Junior Response Managers, and Specialized Response Managers shall contain the following information: proposed job title; academic qualifications and dates thereof; complete experience record showing employer, title, and specific duties performed, responsibilities, and assignments by years, beginning with the present and work backwards; and the experience the individual had in performing tasks for which he/she is being proposed. Resumes shall not exceed five (5) pages in length. Commitment letters, signed by each of the proposed key personnel, shall not exceed one (1) page in length and shall include percentage of time available, date available to start work under this contract, and any contingencies.

(d) Other Written Information.

The offeror shall submit an original and five (5) copies of the following information in three-ring binders which are identified by the solicitation number and the words "**OTHER WRITTEN INFORMATION.**" This information will not constitute part of an offer and will not become part of any contract resulting from this RFP, unless the Government and offeror agree to make it a part of an offer.

(1) Financial Information. The offeror shall submit a current financial statement in accordance with the Section L Clause entitled "General Financial and Organizational Information" for the prime contractor and team subcontractors.

(2) Divisions/Subsidiaries/Parent/Affiliated Companies. The offeror shall submit the name(s) and location(s) of each affiliate if other divisions, subsidiaries, parent, or affiliated companies will perform work or furnish materials under

any resultant contract. In addition, the offeror shall provide its intercompany pricing policy. This information shall be submitted for the prime contractor only.

(3) Letters of Intent for Prospective Team Subcontractor(s). The offeror shall submit letters of intent for each prospective team subcontractor. A Disclosure Statement or Certificate relating to Cost Accounting Standards shall be attached to each letter of intent for each team subcontractor, if such data is required by other terms and conditions of the solicitation.

(4) Client Authorization Letters. The offeror shall submit ONE copy of each Client Authorization Letter (**Attachment 7**). These copies shall be included in the binder containing the originals of the information requested above.

(e) Oral Presentation.

(1) Prior to commencement of oral presentations, the **Business Proposals - Plans** will be evaluated. Offerors who receive an "acceptable" rating on their **Business Proposals - Plans** shall be scheduled to make an oral presentation to the Government's evaluation panel. The sole purpose of the oral presentation is to test an offeror's understanding of the work that the Government will require under the prospective contract.

(2) Oral presentations are not part of the offer and are not themselves offers. The Government will conduct oral presentations in accordance with FAR 15.102, Oral presentations. Oral presentations will constitute as communications as defined by FAR 15.306(b) and will not obligate the Government to determine a competitive range, conduct discussions, or solicit or entertain revised or best and final offers. Statements made by the offeror during oral presentations will not become a part of any contract resulting from this RFP, unless the Government and an offeror agree to make them a part of an offer. If the Government decides to conduct discussions, the Government will not solicit or entertain revisions to the oral presentations.

(3) Ground Rules.

(a) Eligibility. Only offerors who receive an "acceptable" rating on their **Business Proposals - Plans** and who submit pricing and business proposals containing all of the documents listed above will be eligible to give an oral presentation. All submissions will be reviewed prior to the oral presentations to ensure that all of the documents requested were submitted. **Business Proposals - Plans** will be evaluated prior to commencement of oral presentations, other pricing and business proposal submissions will not be evaluated prior to the commencement of oral presentations.

(b) Timing. Oral presentations will commence two (2) weeks after the receipt of offers (**Pricing Proposal** and

Business Proposal-Technical). The Contracting Officer will notify offerors of the scheduled date, time, and location of their presentation within two (2) weeks after receipt of **Business Proposals - Plans.**

(c) Rescheduling. The Government reserves the right to reschedule any offeror's presentation at the discretion of the Contracting Officer.

(2) An offeror shall send no more than six (6) persons to the presentation. This number shall include no more than two (2), nonpresenting company officials.

(4) Topics.

(a) Introduction. The offeror should provide some information about itself as a firm, briefly describing its organization, history, products and services. The time limit for the introduction is 15 minutes.

(b) Scenarios. The time limit for presenting the two scenarios is two (2) hours.

(1) Scenarios 1 and 2 are representative examples of the types of work which the offeror could be tasked to respond to under the prospective contract. The offeror shall orally present a comprehensive work plan appropriate to each scenario. The offeror shall provide a comprehensive presentation of each element of the work plan orally. It is assumed, unless otherwise stated, that the Superfund Technical Assessment and Response Team (START) contractor has assisted the FOSC with investigations, extent-of-contamination sampling and analysis, and initial site planning. The work plans shall include:

(A) Any assumptions or inferences made;

(B) The approach to both the short-term and long-term responses, including a description of the technical methods, analytical needs, and stabilization, treatment and/or disposal approach. A short-term response is defined as including those activities required to mitigate the immediate off-site migration of containment and to take all necessary actions to protect the public health and the environment. A long-term response is defined as the activities required to achieve the final objectives of the task order.

(C) The types and amounts of labor, equipment, materials, sampling and analytical plans including data validation required to implement your approach;

(D) A site safety plan, including decontamination procedures and emergency procedures;

(E) The subcontracting needs and procedures to solicit and award subcontracts;

(F) The cost control procedures for the scenario being presented;

(G) The immediate and ongoing methods of communication with the FOSC about approaches and progress;

(H) Your pertinent past performance as it relates to the scenario being presented;

(I) In addition, for Scenario 1 only, the offeror shall present a site-specific Quality Assurance Project Plan (QAPP), per EPA Requirements for QA Project Plans (EPA QA/R-5). The plan shall address Quality Assurance (QA) program organization and responsibility, sampling procedures (references), sampling preservation procedures, sample custody, calibration procedures, analytical procedures, internal quality control checks and frequency documentation, and other factors that may affect the known quality of environmental data.

(2) Scenario 1 - Fixed Facility Response

U.S. EPA and START respond to a large facility that caught fire. The facility is located in a mixed residential & industrial area. The fire started in a 150,000 square foot warehouse where numerous industrial chemicals were stored. Fire fighting efforts include pumping up to 3,000 gallons per minute of water on the fire; however, the efforts haven't reduced the fire much. About 30 area families and 10 businesses have been evacuated. Runoff water is traveling to a storm sewer. Preliminary information from the facility owners indicate that the materials in the warehouse included drums of solvents, cleaning chemicals, and machining oils; also, scrap tires, lumber, cardboard boxes, and plastic totes full of liquid polymer. U.S. EPA instructs the facility owners to increase efforts to mitigate the fire and environmental releases of hazardous substances due to the fire. The facility owners indicate that their insurance won't cover this response and that they don't have the money to hire a contractor to do the work. U.S. EPA immediately mobilizes ERRS.

Upon ERRS arriving on-site, five hours after the fire has started, U.S. EPA tasks them to control run-off water and establish a treatment system. The START team reports that the water is showing VOC's in sample head space analysis, a slightly high pH, and no dissolved oxygen. Some dead fish have also been observed in the stream that the storm sewer drains to.

U.S. EPA also tasks ERRS to assist the fire department in fighting the fire. Water has had little effect and initial field screening of the smoke indicates the presence of low-level VOCs, heavy particulate, and slightly high pH in the soot. The fire can be readily accessed by three of the four sides of the warehouse. START will maintain downwind and off-site air monitoring.

After the fire has been suppressed, numerous drums and gas cylinders can be observed among the debris. U.S. EPA tasks ERRS to develop a drum recovery and removal plan and assess other environmental concerns that may be associated with this facility in it's destructed state. During the assessment, an old laboratory, unreported by the facility owners and containing many labeled and unlabeled chemicals is discovered.

(3) Scenario 2 - Tire Fire Emergency

Response

IEPA has called the U.S. EPA Region 5 spill phone. There was a lightning strike at a tire recycling facility/auto scrap yard outside of Peoria, IL. There are approximately 2.5 million tires located at the facility. The area surrounding the facility is mixed residential and industrial. The facility is located in close proximity to the Illinois River.

The tire fire has been burning for 4 hours and the fire is still not under control. IEPA has requested U.S. EPA assistance to the incident. U.S. EPA OSC and START mobilize to the site. Upon arrival, it is apparent that the local firefighting resources are overwhelmed and the RP is does not have the resources to bring the fire under control. The FOSC federalizes the incident and mobilizes ERRS to the incident.

(c) Conclusion. The time limit for this portion of the presentation is 15 minutes. The offeror shall summarize the main points of its presentation and state why the Government should select the Contractor for contract award.

(4) Presentation Time Limits.

Oral presentations, will be limited to two (2) hours and 30 minutes (15 minutes for the Introduction, 2 hours for scenarios, and 15 minutes for the conclusion). The Contracting Officer will strictly enforce this time limit. There will be a recess of approximately 30 minutes following the oral presentation, and the offeror will be allowed 15 minutes to conclude their presentation. A schedule for the oral presentation will be provided to offerors at the time their presentation is scheduled by the Contracting Officer.

(5) Presentation Media.

(a) Offers shall use 8 and ½ inch by 11 inch overhead transparencies (A Powerpoint presentation is acceptable also) to provide visual support for their presentations. Full size copies of each transparency (one slide per 8 and ½ by 11 inch page) shall be presented. The text must be black on a white background. Offerors may use other than black and white on graphical transparencies - e.g., bar charts or pie charts, etc. - when color is useful in conveying information. The Government will provide a transparency viewer. Offerors shall mark transparencies in accordance with FAR 52.215-1, Instructions to Offers - Competitive Acquisition, Subparagraph (e), as

appropriate.

(b) The text must conform to the following specifications:

- (1) Font: Times New Roman;
- (2) Size of heading font: 44 points;
- (3) Size of main text line font: 32 points;
- (4) Size of sub text line font: 28 points; and
- (5) Lines of text per transparency (i.e., number of bullets): no more than eight.

(c) The above specifications of font sizes do not apply to captions and annotations on graphical transparencies, information such as organizational charts, forms, spreadsheets, forms, maps, and sketches. The purpose of these specifications is to reduce emphasis on the appearance of the presentation, as opposed to its content, and to minimize the cost of the presentation media. Offerors may place their name and company logo on the transparencies. Offerors should not use meaningless design elements, such as lines, bars, swirls, etc., that may contribute to visual attractiveness but communicate no useful information.

(d) There is a 100 page limitation on the number of transparencies that an offeror may use. However, the Government will not consider the transparencies to be stand alone documents or evaluate the information on the transparencies except as visual aids to the presentation. When reviewing and evaluating oral presentations, the Government will not review any transparency that was not projected and addressed during the presentation. What the presenters say will take precedence over the information which appears on the transparencies. The production and use of transparencies in excess of the 100 page limitation may be detrimental to an offeror's interests.

(e) Offerors shall submit their transparencies and five(5) sets of paper copies in three-ring binders to the Government with their offers. Double-sided copies of the transparencies shall be provided. Offerors may not change their presentation transparencies after this submission. The Government will furnish the transparencies to the offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to reassure offerors with regard to the integrity of the oral presentation process.

(6) Video and Audio Taping. The Government will video and audio tape the presentations. The Government will provide the offeror with a video and audio tape copy of its own presentation, if requested, after contract award.

L.25 INSTRUCTIONS FOR THE PREPARATION OF BUSINESS AND COST OR PRICING PROPOSALS, OTHER WRITTEN INFORMATION, AND ORAL PRESENTATION

(a) Business Proposal Instructions. Offerors are directed to Section L clause, INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION, regarding submission of their business proposal.

(b) Other Written Information. The offeror shall present other written information in accordance with the requirements of clause INSTRUCTIONS FOR SUBMISSIONS OF OFFERS AND OTHER INFORMATION.

(c) Oral Presentation.

The offeror shall present additional technical information during an oral presentation that will be scheduled by the Contracting Officer following submission of offers. The offeror shall submit their oral presentation transparencies to the Government with their offers. INSTRUCTIONS FOR THE SUBMISSIONS OF OFFERS AND OTHER INFORMATION, identifies the specific requirements for the oral presentation. The oral presentation shall not include any price, cost, rates, or financial information of any kind.

(d) Cost or pricing proposal instructions.

(1) Offerors are directed to Section L clause INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION, for information regarding the submission of their pricing proposal and to Section H clause entitled, RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. Pricing proposal information shall include a cover letter from the offeror indicating that this proposal is its official offer to the Government. The letter shall be signed by an official authorized to bind the offeror. The price proposal shall be considered to be firm for a period of not less than 180 days from the due date of the solicitation. The offeror shall submit one 3 and ½ inch IBM compatible computer disk or CD ROM with the offeror's proposed rates. The spreadsheet program preferred by the Government is Lotus 1-2-3, Version 5.0, or less. The offeror may prepare the spreadsheet with another commercially available spreadsheet program (Excel). The offeror shall identify the program and version used to develop the spreadsheet on the diskette label. The offeror shall ensure that the computer disk contains all of the formulas and factors used in calculating the extended line item prices and the total proposed price.

(2) Prior to developing the price proposal, offerors shall consider the terms and conditions of the Section B clauses, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT, and FIXED RATES FOR LABOR, EQUIPMENT AND OTHER ITEMS. The price proposal consists of the following elements:

(A) Personnel;

(B) Equipment; and

(C) Ceiling Rate (based on the figure provided by the Government for Materials, Other Direct Costs, and Subcontracts).

(3) Personnel. The estimated quantities for fixed rate labor are listed in Section B clause B, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT. If the offeror intends to propose the same rate for any of the listed categories (i.e. straight time and/or overtime), that rate shall be listed for each category. Offerors shall propose only one rate for each and every category of labor (i.e., straight time and/or overtime) in order to be considered for award. In the event that there is a difference between the unit prices (hourly fixed labor rates) and the extended total for any line item, the unit price will be held to be the intended price and the total will be adjusted accordingly.

(A) Offerors are required to submit a straight time loaded hourly fixed labor rate for each personnel category listed in Section B clause, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT. The hourly fixed labor rate shall include wage/salary, fringe benefits, personal protection premiums, other indirect costs (i.e., overhead and General and Administrative (G&A) costs), all levels of personal protection, and profit, but these costs do not need to be broken out. Cost data is not required.

(B) An overtime hourly fixed labor rate shall be proposed for each labor category eligible for overtime. **The overtime loaded hourly fixed labor rate shall not be calculated as 1.5 times the fully loaded straight time rate.** The overtime rate shall be calculated as 1.5 times the base unloaded wage rate plus any additional costs associated with the increase in wage such as payroll taxes. There shall **not** be any additional amount associated with other indirect costs or profit. The following example depicts the method for calculating overtime rates:

Overtime	Straight Time		Overtime	
	<u>Rate</u>		<u>Premium</u>	<u>Rate</u>
Raw Rate	\$	10.00	\$	5.00
Fringe Benefits (FB)		35%	Adjusted FB	1%*
Overhead		90%		0%
G&A		10%		0%
Profit		<u>5%</u>		<u>0%</u>
	\$	29.63	\$	5.05
				\$34.68

* Fringe Benefit Allocation is predicated based on the

contractor's accounting system.

The offeror shall propose overtime rates in a manner which is consistent with its accounting system and provide a copy of its accounting policy with respect to the accounting for overtime premiums, as well as an example of the overtime rate calculation. Cost data is not required.

(C) The offeror's attention is directed to the requirements of the Section I clause entitled "SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41) (MAY 1989)". Employees subject to the Act must be compensated in accordance with the Act. At times, construction-type work may be required. Certain employees may then be subject to the Section I clause entitled "DAVIS BACON ACT (FAR 52.222-6) (FEB 1995)". When this occurs, the affected hourly fixed labor rates shall be adjusted in accordance with the Section H clause entitled, DBA LABOR RATES AND ADJUSTMENT TO HOURLY FIXED LABOR RATES; therefore, the Davis Bacon Act need not be considered when determining the wage component of the hourly fixed labor rates.

(D) The straight time and overtime hourly fixed labor rates shall be entered in the appropriate places in Section B clause, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT, and multiplied by the estimated quantity of hours to arrive at a price for personnel.

(4) Equipment. The Government has provided the estimated quantities for fixed rate equipment listed in the Section B clause, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT. For each equipment item, the offeror shall provide **one** fixed rate. The loaded rate shall include costs associated with acquisition, storage, maintenance and repair, and disposal, as well as any applicable indirect costs and a profit margin, **in accordance with the offeror's accounting system**. Components of the rates should not be broken down. Cost data is not required. These rates shall be annotated in the appropriate places in clause FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT, and multiplied by the estimated quantities of equipment usage to arrive at a price for equipment for evaluation purposes.

Offerors shall propose only one rate for each and every category of equipment in order to be considered for award. In the event that there is a difference between the unit prices (daily fixed equipment rates) and the extended total for any line item, the unit price will be held to be the intended price and the total will be adjusted accordingly.

(5) Materials and Other Direct Costs (ODCs).

(A) Materials and Other Direct Costs include, but are not limited to the following site specific costs: direct materials; consumable items such as safety gear and sampling containers; travel expenses such as transportation, lodging, and

per diem; and subcontracts for transportation and disposal or hazardous materials, analysis of samples of waste streams, site security services, utility and phone services, and any other necessary services.

(B) This is an Indefinite-Delivery, Indefinite-Quantity, Time and Materials (T&M) type contract. For the purposes of this contract, the other direct costs are considered "materials". If offerors normally apply a ceiling rate (indirect cost) as described in FAR 16.601(b)(2), this material handling charge shall not contain costs included in the fixed rates for labor and equipment. This material handling charge is subject to full review by the EPA and shall conform to the cost principles in FAR Part 31.

(C) Offerors are directed to Section G clause, PAYMENTS--FIXED RATE SERVICES CONTRACT (EPAAR 1552.232-73). Offerors shall propose to the extent applicable, a ceiling rate and/or other indirect costs expressed as a percentage.

(D) Offerors shall submit, separate from the technical proposal, the basis for the indirect cost rate indicating which portion of your computations are based upon historical data and which portion is based on projection data, and the base to which it applies. Offerors shall also provide budget information and/or recent actual figures.

(E) The ceiling rate should be entered into the appropriate places in Section B clause, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT, as a percentage and multiplied by the Government Estimate for Materials, Other Direct Costs, and Subcontracts. The resultant amount shall be added to the ODC estimate to arrive at a price for ODCs plus indirect costs.

(6) Audit Rights. The Government has the right to audit the prime contractor and proposed team subcontractors. The Contractor shall be responsible for any team subcontractor and shall inform them of the Government's right to audit.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED
PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.2 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price. However, the Government reserves the right to make award decisions based on cost or price where the Contracting Officer deems that two (2) or more offers are essentially equal in all other evaluation factors other than cost or price.

(b) Technical Evaluation Criteria: The following technical evaluation criteria will be used to evaluate the resumes, past performance information, and oral presentations (experience, scenarios).

TECHNICAL EVALUATION SUMMARY

CATEGORY	POINTS
(1) SCENARIOS	50
<p>The offeror's presentation in the following areas will be considered in this evaluation: Fixed Facility Response Scenario, Tire Fire Emergency Response Scenario. The information required by the Section L Clause entitled, <u>INSTRUCTIONS FOR THE SUBMISSION OF OFFERS AND OTHER INFORMATION</u>, will be the basis for this evaluation. This information will be evaluated to determine the offeror's understanding of the work and ability to perform the contract. All sub-elements carry equal weight.</p>	
(2) KEY PERSONNEL RESUMES	10
<p>The offeror will be evaluated on the qualification and experience levels of the personnel being proposed as key personnel.</p>	
(3) PAST PERFORMANCE	40

The offeror will be evaluated on past performance information obtained by the Contracting Officer from any reference associated with the offeror's described contracts/projects. The Government will utilize the Past Performance Questionnaire (Attachment 8) in developing the past performance information. The Government will evaluate the following criteria: quality of product or service; timeliness of performance; effectiveness of management (including subcontractors); initiative in meeting requirements; response to technical direction; responsiveness to performance problems; compliance with cost estimates; customer satisfaction; and overall performance. All sub-elements carry equal weight.

(c) The scenarios and key personnel resumes will be evaluated in accordance with the scoring plan described in EPAAR 1515.608(a)(1). Past Performance will be evaluated according to the following scoring plan:

SCORING PLAN

<u>Value</u>	<u>Descriptive Statement</u>
1	<p>A significant majority of sources of information are consistently firm in stating that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again under any circumstances. Customer complaints are substantial or numerous and are well-founded. Or, although not debarred or suspended, the offeror is under indictment or has been convicted of criminal conduct, or has been found civilly liable for fraud or negligence. The offeror either has presented no persuasive evidence of having taken appropriate corrective</p>

action that will guard against such conduct in the foreseeable future, or it appears unlikely that the corrective action will be effective.

- 2 Many sources of information make unfavorable reports about the offeror's performance and either express serious doubts about doing business with the offeror again or state that they would refuse to do so. However, there are some favorable reports, and some sources of information indicate that they would do business with the offeror again. There are many significant, serious, and well-founded complaints, but there are some reports of very good performance. The offeror may have been indicted, pled guilty, or may have been found guilty in matters of criminal conduct, but the issues are unresolved, relatively minor, or do not reflect a company-wide or managerial pattern of wrongdoing. The offeror may have lost civil suits for fraud or negligence, but there is no company-wide or managerial pattern of fraudulent, negligent, or criminal conduct.
- 3 No record exists, or sources of information are roughly divided over the quality of the offeror's performance. While some state that they would do business with the offeror again, others are doubtful or would not. Complaints are balanced by reports of good work. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old.
- 4 Most sources of information state that the offeror's performance was good, better than average, etc., and that they would willingly do business with the offeror again. Complaints, though perhaps well-founded, are few and relatively minor. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.
- 5 A significant majority of the sources of information are consistently firm in stating that the offeror's performance was superior and that they would unhesitatingly do business with the offeror again. Complaints are negligible or unfounded. The offeror has no record of criminal conduct, fraud, or negligence, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.

M.3 EVALUATION OF PLANS SUBMITTED IN ACCORDANCE WITH THE SECTION L PROVISION ENTITLED "INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION"

(a) Offerors are required to submit the following plans in response to this solicitation, which will be evaluated as acceptable or unacceptable:

- (1) Confidential Business Information Plan,
- (2) Conflict of Interest Plan,
- (3) Professional Employee Compensation Plan,
- (4) Quality Management Plan,
- (5) Quality Assurance Project Plan, and
- (6) Health and Safety Program Plan.

(b) To be considered acceptable, the Confidential Business Information Plan must comply with the minimum standards outlined in the Section L, clause entitled, MINIMUM STANDARDS FOR CONFIDENTIAL BUSINESS INFORMATION (CBI) PLANS. To be considered acceptable, the Conflict of Interest Plan must comply with the minimum standards outlined in the Section L, clause entitled, MINIMUM STANDARDS FOR COI PLANS. To be considered acceptable, the Professional Employee Compensation Plan must comply with the minimum requirements outlined in the Section L clause entitled, EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46) (FEB 1993). To be considered acceptable, the Quality Management Plan must comply with the minimum requirements outlined in Attachment 2A entitled, EPA REQUIREMENTS FOR QUALITY MANAGEMENT PLANS (EPA QA/R-2). To be considered acceptable, the Quality Assurance Project Plan must comply with the minimum requirements outlined in Attachment 2B entitled, EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLANS FOR ENVIRONMENTAL DATA OPERATIONS (EPA QA/R-5). To be considered acceptable, the Health and Safety Program Plan must comply with the minimum standards outlined in Section L clause entitled, MINIMUM STANDARDS FOR HEALTH AND SAFETY PROGRAM PLANS.

(c) All aspects of the business plan must be acceptable. If any section is considered unacceptable, the entire business plan will be given an unacceptable rating and the offeror will not be eligible for contract award.

